



BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Direct all inquiries to Procurement Management Services:

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER _____

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on _____ in room 351, School Board Administration building, 1450 NE 2nd Avenue, Miami, FL., 33132, at which time they will be publicly opened. Bids may not be withdrawn for _____ days after opening. (Refer to Instructions to Bidders, para. IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of Miami-Dade County, Florida.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida and its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES NO

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII., and VI.

IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond Check (Cashier's, Certified, or equal)

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink)
(Do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **E-mail address** _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. **BIDDER QUALIFICATION FORM** qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.

1. **PERFORMANCE SECURITY.** The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

2. **BIDDER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. **INSTRUCTIONS TO BIDDERS.** Defines conditions of the bid.

1. **ORDER OF PRECEDENCE.** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. **FOR M/WBE designated bids.** The **SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement** and the **M/WBE Certification Application** **MUST** be completed and **SUBMITTED** with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. **BID PROPOSAL FORM.** Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. **ITEM SPECIFICATION.** Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph *X. Packaging*.

2. **PRICES.** Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, **UNIT PRICE** quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in **BID PROPOSAL FORMS** and there received by the designated agent of the Board.

3. **TAXES.** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. **BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

B. **ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.

2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

C. **PLACE, DATE AND HOUR.** Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the **BID BOX** located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, **SCHOOL BOARD ADMINISTRATION BUILDING**, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the **BIDDER QUALIFICATION FORM** will not be considered.

D. **PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

E. **SUBMITTING A "NO BID."** If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. **AVAILABILITY OF BID INFORMATION.** Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail, and bids or proposals returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. All notice of protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. PURCHASE ORDERS. Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section VI. E.

E. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times

the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

F. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami- Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VIII. SAMPLES. When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

E. **PAYMENT FOR SAMPLES.** The Board will buy no samples and will assume no cost incidental thereto.

F. **RETURN OF SAMPLES.** Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. **EVALUATION AND TEST RESULTS.** If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. **SUBSTITUTIONS.** Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. **PACKAGING**

A. **TYPE.** If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. **CONTAINER IDENTIFICATION.** The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

XI. **PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. **RECYCLING REQUIREMENTS.** Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. **ENVIRONMENTAL PRODUCTS.** Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. **DELIVERY AND BILLING**

A. **DELIVERY.** Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. **RECEIVING INSPECTION AND TESTING.** Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. **INVOICES.** Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. **PAYMENT.** Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make directed payment to the bidder.

XV. **NO GRATUITY POLICY.** It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. **COMPLIANCE WITH FEDERAL REGULATIONS**

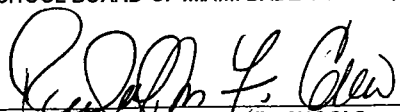
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(!) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM, OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
BUREAU OF PROCUREMENT AND MATERIALS MANAGEMENT
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: _____
BID TITLE: _____
BID OPENING DATE: _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Bureau of Procurement and Materials Management

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.

We cannot meet the specifications nor provide an alternate equal product.

Our company is simply not interested in bidding at this time.

OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____

Title _____

Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

Street Address

City State Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief **officer**, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 016-FF02	BUYER R. Tyndall	PAGE SC 1
TITLE Germicidal Detergent		

SPECIAL CONDITIONS

- PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for the items listed. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the awardee, be extended for three additional one-year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
- ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous twelve (12) month period, and include an additional ten percent to cover unanticipated increases in requirements.
- AWARD:** Award of this bid may be made to the two (2) responsive, responsible bidders, who offer the lowest price for the item listed. If the primary awardee fails to perform under the terms and conditions of the contract, the secondary awardee will be contacted.
- FORMULA FOR AWARD:** Award will be based upon the "Cost of Usable Product", using the price per gallon submitted on the bid proposal form, and the verifiable dilution ratio for normal use included with the bid.

The following formula will be applied:

$$\frac{\text{Price per gallon of the product}}{\text{Dilution ratio for normal jobs}} = \text{Cost of usable product}$$

- DILUTION RATIO:** The dilution ratio for general use will be the determining factor in arriving at the low bid. The dilution ratio must be stated on the Bid Proposal Form, and documentation in support of this dilution ratio must be included with the bid. Documentation may include, but it is not limited to: a label from the product stating the dilution ratio, a photocopy of the label, MSDS sheets containing the dilution ratio, or other manufacturer's verifiable documents. Failure to submit this information will render the bid non-responsible and ineligible for award. The same dilution ratio will be used for testing the samples.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 016-FF02	BUYER R. Tyndall	PAGE SC 2
TITLE Germicidal Detergent		

SPECIAL CONDITIONS CONTINUED

6. **DELIVERIES:** Delivery shall be made as soon as possible, but not later than 30 days after receipt of the purchase order or as otherwise indicated on the purchase order.

DELIVER TO:

The School Board of Miami-Dade County, Florida
Stores and Mail Distribution
7001 SW 4th Street
Miami, Florida 33144
Telephone: (305) 995-3000

7. **MATERIAL SAFETY DATA SHEET:** Bidders are requested to submit Material Safety Data Sheet(s) (MSDS) with bid and with product sample. Items will not be recommended for award until Procurement and Materials Management has received these sheets. If the sheets are to be used as supporting documentation for the dilution ratio of the product, as required in the Special Conditions, paragraph 5, the MSDS sheets must be submitted with the bid or the bid will not be considered for award.
8. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.
9. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>.
10. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 016-FF02	BUYER R. Tyndall	PAGE SC 3
TITLE Germicidal Detergent		

SPECIAL CONDITIONS CONTINUED

11. **SAMPLES:** Vendors must submit samples for all bid items, except those previously approved products as listed on the Bid Proposal Form, prior to the bid opening date indicated on the Bidder Qualification Form to the following address:

Miami-Dade County Public Schools
 Materials Testing and Evaluation
 7040 West Flagler Street
 Miami, Florida 33144
 Telephone: (305) 995-3290

NOTE: Samples delivered to any other location will not be evaluated. Failure to deliver samples by the due date and to the correct location will render the bid for the item void and ineligible for award. It is not necessary to submit samples for previously approved brands listed on bid. For additional information regarding the submittal of samples, refer to paragraph VII of The Instructions to Bidders. All bid samples submitted for testing to the Materials Testing and Evaluation Department (MT&E) should be identified with the following: bid number, bid item number, vendor's name, vendor's product number, manufacturer's name, manufacturer's brand name, and manufacturer's product number (See label sample below). The corresponding complete technical specifications along with illustrative materials and/or Materials Safety Data Sheets should also be submitted to MT&E. Non-compliance with these conditions may cause the item not to be considered for award.

LABEL FOR SAMPLES SUBMITTED

BID NUMBER: _____ BID ITEM NUMBER: _____ VENDOR'S NAME: _____ VENDOR'S PRODUCT NUMBER: _____ MANUFACTURER'S NAME: _____ MANUFACTURER'S BRAND NAME: _____ MANUFACTURER'S PRODUCT NUMBER: _____

For additional information regarding the submittal of samples, refer to paragraph VII of the Instructions To Bidders

BID 016-FF02	BUYER R. Tyndall	PAGE SC 4
TITLE Germicidal Detergent		

SPECIAL CONDITIONS CONTINUED

12. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
1. Use of pencil is prohibited.
 2. Do not erase or use correction fluid to correct an error.
 3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

13. **BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see ATTACHMENT A (Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge . Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 016-FF02	BUYER R. Tyndall	PAGE SC 5
TITLE Germicidal Detergent		

SPECIAL CONDITIONS CONTINUED

Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. **Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction shall constitute grounds for immediate termination of this Agreement by the Board.**

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

The School Board of Miami-Dade County, Florida
 Bid# 015-FF02
 Germicidal Detergent

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid #016-FF02
Title: Germicidal Detergent
Buyer: R. Tyndall

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
1	364-0159	<p>Detergent, germicidal, as per attached bid specifications.</p> <p>APPROVED BRANDS: Wexford Labs Wex-cide 128, Wexford Labs Wex-cide (1:256), Ecolab/Airchem Stat III TB, Lonza, Inc. Phenocide 128, or equal</p> <p>Minimum order: 4,400 gallons or one truckload.</p>	17,600	Gallon	\$ _____ Per gallon	<p>Dilution ratio for general cleaning per gallon: _____</p> <p>Vendor must include supporting documentation with bid.</p>
		<p><u>Sample required:</u> One (1) gallon container of product with specification sheets and the instructional and precautionary material detailed in section 5.2 of the attached specifications. Sample is required only if bidding an alternate to an already approved brand.</p> <p>MSDS sheets are required for product testing and evaluation.</p> <p>The vendor shall ensure that one plastic dispensing pump, adjusted and identified to deliver one-half (1/2) oz. per stroke, shall be supplied at a ratio of one pump per case. Pump shall be inside each case, not bulk shipped.</p> <p>Note: As per Special Condition #5, dilution ratio and its support documentation must be included or bid will not be considered for award.</p>				<p>Indicate number of gallons per case: _____ gal/cs.</p> <p>Approximate cases per truckload _____</p>



Miami-Dade County Public Schools
Item #364-0159
Specification
10/04/05- REVISED

DETERGENT, GERMICIDAL

1. GENERAL REQUIREMENTS

1.1 TYPE AND USE

The product shall be a phenolic or a quaternary ammonium type germicidal detergent. The product should contain synthetic organic biodegradable detergents that provide good detergency and shall be suitable for use on all surfaces which normally are cleaned with water.

1.2 REGISTRATIONS

1.2.1 The product shall be registered or sub-registered as a germicide with the U.S. Environmental Protection Agency (List B: EPA Registered Tuberculocide Products Effective Against Mycobacterium Tuberculosis) and shall bear a label indicating the official EPA registration number for the specific brand bid.

1.2.2 The product shall be registered with the Florida Department of Agriculture as complying with requirements for labeling under Florida pesticide laws.

1.3 MANUFACTURER CERTIFICATIONS

With each bid, the bidder shall submit an EPA approved label indicating compliance with requirements 1.3.1 and 1.3.2 and written certifications by the manufacturer covering requirements 1.3.3 to 1.3.5 inclusive for each specific brand bid.

1.3.1 **BACTERIOLOGICAL AND GERMICIDAL ACTIVITY:** The product shall be germicidally effective at either 1:128 (1 oz/gal) or 1:256 (1/2 oz/gal) dilution in both distilled and synthetic hard water (400 ppm as CaCO₃) in the presence of 5% blood serum contamination against the following microorganisms when tested by the indicated current Association of Official Analytical Chemists (AOAC):

- A. Pseudomonas Aeruginosa (Use-Dilution Method, AOAC 964.02)
- B. Staphylococcus Aureus (Use-Dilution Method, AOAC 955.15)
- C. Salmonella Choleraesuis (Use-Dilution Method, AOAC 955.14)
- D. Mycobacterium Tuberculosis (Presumptive In Vitro Screening Test Using Mycobacterium Smegmatis Method, AOAC 965.12)
- E. Trichophyton Mentagrophytes (Fungicidal Activity of Disinfectants, AOAC 955.17)

- 1.3.2 VIRUCIDAL ACTIVITY: The product shall be virucidally effective at either 1:128 (1 oz/gal) or 1:256 (1/2 oz/gal) dilution in synthetic hard water (400 ppm as CaCO₃) in the presence of 5% blood serum contamination against at least one of the following viruses:
- A. Influenza A2
 - B. Herpes Simplex
 - C. Vaccinia
 - D. Adenovirus Type 2
- 1.3.3 PROHIBITED INGREDIENTS: The product shall contain no mercury, peroxide, formaldehyde, para tertiary amyl and/or butyl phenol, carcinogenic substance or materials which release such compounds when diluted for use in accordance with the manufacturer's recommendations.
- 1.3.4 ORAL TOXICITY: The product diluted per label instructions at either at 1:128 (1 oz/gal) or 1:256 (1/2 oz/gal) will have an oral LD₅₀ toxicity category rating of IV, as defined in the Federal Register Rules and Regulations (40 CFR 156.62, 2003 Edition. Code of Federal Regulations Title 40: Protection of Environment, Chapter I: Environmental Protection Agency, Part 156: Labeling Requirements for Pesticides and Devices, pg. 62- Toxicity Category)
- 1.3.5 SKIN IRRITATION: The product diluted per label instructions at either at 1:128 (1 oz/gal) or 1:256 (1/2 oz/gal) will have a skin effect toxicity category rating of IV, as defined in the Federal Register Rules and Regulations (40 CFR 156.62, 2003 Edition. Code of Federal Regulations Title 40: Protection of Environment, Chapter I: Environmental Protection Agency, Part 156: Labeling Requirements for Pesticides and Devices, pg. 62- Toxicity Category)

2. DETAILED REQUIREMENTS

A dilution per label instructions of either at 1:128 (1 oz/gal) or 1:256 (1/2 oz/gal) shall be used in the test procedures 2.1 - 2.5 to determine satisfactory compliance with the corresponding requirements.

- 2.1 SOLUBILITY: The product shall be completely soluble in 300 ppm synthetic hard water formulated as follows:
- 0.246 g/L Calcium chloride (CaCl₂ · 2H₂O)
 - 0.295 g/L Magnesium Sulfate (MgSO₄ · 7H₂O)
- 2.2 pH VALUE: The pH value shall not exceed 11.1 when tested according to ASTM E70-77.
- 2.3 RINSING PROPERTIES: The product shall be free rinsing when tested according to ASTM D3399-31.
- 2.4 DELETERIOUS ACTION ON PAINTED SURFACES: The reduction of 60 degrees specular gloss of the panel immersed in the product solution shall be no more than 50% of that of the panel immersed in the specified trisodium phosphate solution when tested according to ASTM D3399-81.

- 2.5 DELETERIOUS ACTION ON FLOOR TILES: The product shall not produce softening, swelling, cracking, bleaching, or discoloration of white official test vinyl tiles when tested according to ASTM D3399-81.
- 2.6 FLASH POINT: The product shall have a tag closed cup flash point of greater than 100°F when tested according to ASTM D56-88.
- 2.7 VISCOSITY: The viscosity of the liquid concentrate shall not be more than H at 25° C. when compared to the Gardner bubble viscometer standard.
- 2.8 STORAGE STABILITY: When stored in closed containers under normal M-DCPS conditions for one year the product shall give no evidence of deterioration or loss of effectiveness.

3. CLEANING PERFORMANCE

When rated for cleaning performance by the M-DCPS Custodial Standards Committee using standard M-DCPS procedures on various types of surfaces and conditions, the product shall perform at levels satisfactory to the committee for the intended uses of the product at a dilution specified on the label for general cleaning at either 1:128 (1 oz/gal) or 1:256 (1/2 oz/gal).

4. LABELING, PACKAGING AND MATERIAL SAFETY SHEET

4.1 LABELING: Each container shall bear a firmly-secured water resistant label or equivalent, indicating complete directions and precautions for use and storage.

4.2 PACKAGING

4.2.1 LIQUID: The product shall be furnished in new, sturdy one-gallon molded plastic containers with child-proof caps. Guaranteed not to leak during normal use and storage for one year from delivery date.

4.2.2 CORRUGATED PACKAGING: The one-gallon containers shall be packed 4 or 6 gallons to a carton. Cartons must be completely sealed and labeled with manufacturer's name and product brand name. Four (4) one-gallon cartons must indicate (stamped or labeled) a minimum NMFC classification for a regular corrugated box of 200 lb/in² for the bursting strength test or the equivalent in the edge crush test of 32 lb/in width. Six (6) one-gallon cartons must indicate (stamped or labeled) a minimum NMFC classification for a regular corrugated box of 275 lb/in² for the bursting strength test or the equivalent in the edge crush test of 44 lb/in width.

All cartons must have top to bottom partitions of the same material between each container unless the corresponding corrugated packaging NMFC classification indicates a carton strength greater than the required minimum.

5. TRAINING AND INSTRUCTIONAL MATERIAL

5.1 TRAINING: A lesson plan shall be prepared by the successful bidder and approved by the M-DCPS Department of Safety and the Department of Plant Management. The plan shall outline a 45 minute seminar emphasizing the safe and proper use of the product. The successful bidder shall then use the lesson plan to give at least four (4) seminars (one seminar/area) to all custodians as arranged by the Department of Plant Management. Please telephone Plant Operations to schedule training sessions.

5.2 INSTRUCTIONAL AND PRECAUTIONARY MATERIAL: Instructional and precautionary sheets printed in both English and Spanish shall be distributed to each custodian attending the seminars. Also identical instructional and precautionary sheets shall be included in each case of 4 or 6 gallons of germicidal detergent.

6. GRADUATED PUMPS

Plastic dispensing pump adjusted and identified to deliver one-half ounce (1/2 oz) per stroke shall be supplied at a ratio of one pump per case. Pump shall be inside each case, not bulk-shipped.

Sample required for testing: Two fully identified 1-gallon containers with child-proof caps along with specification sheets, MSDS, label, and the instructional and precautionary material detailed in section 5.2.

Miami-Dade County Public Schools
SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT A

**SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by _____

(Print individual's name and title)

for _____
(Print Name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN) is _____.
If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this
(Print individual's name and title)

sworn statement on behalf of _____.
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or “**contractual personnel**” by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines “**contractual personnel**” to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____ (eg. a private bus

Type of entity

service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.

7. I understand that “level 2 screening requirements,” as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.

9. I understand that any costs and fees associated with the required background screening will be borne by my company.

10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day or _____, 20____.

Personally known _____

OR Produced Identification _____

Notary Public -State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)