COMPLETE USING TYPEWRITER OR BALL-POINT PEN ONLY.

BID NO. 019-DD04



School Board Administration Building 1450 Northeast Second Avenue Miami, Florida 33132 Direct all inquiries to the Bureau of Procurement and Materials Management.

**BUYER NAMED:** 

Linda Cantin

PHONE: (305) 995-1364 Lcantin@sbab.dade.k12.fl.us

# **BIDDER QUALIFICATION FORM**

BID TITLE PRINTERS: COMPUTERS

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 BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING.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. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)  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 theratol 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 crulpability of the indemnity may have a provided theratol 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 o	BII	DS W	VILL BE ACCEPTED UNTIL 2:00 P	.M.		ON _	09/30/2003	IN ROOM 351,
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#### INSTRUCTIONS TO BIDDERS

#### PREPARING OF BIDS

- A BIODER CLIARLETCATION 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. HASTRICTIONS TO BIDDERS define 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 MAUBE designated bids. The SPECIAL CONDITIONS-Literative Momen owned and controlled Business Participation Statement and The SPECIAL CONDITIONSthe MANBE Cedification Application MUST be completed and SUBMITTED with the bid if the bidder is not cartified by Miami-Dade County Public Schools. Failure to autimit the completed application with the bid will be considered non responsive.
- C. BED PROPOSAL FORM defines requirement of terms to be purchased, and must be completed and submitted as page 2 and subsequent pages, f 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 merchandse 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 differed. Fallure to do so may prevent consideration of the term. Also, refer to paragraph IX: Padraging.
- 2. PROTEST OF SPECIFICATIONS. Bidders and proposers may fie letters of protest which shell serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bilder Qualification Form for receipt of bids. The latters of protest will be reviewed by the Bureau of Procuement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merts of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to § § 120.569 and 120.57, Fia., Stat., by filing a formal written protest within 10 days afterfiling the notice of protest. Politions for hearing on protests pursuant to § § 120.568 and 120.57, Fla., Stat., must be filed in accordance with School Board Pule 6Gx13-8C1.064. Fallure to file a timely notice of protest or fallure to file a timely formal written protest shall constitute a weiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.
- 3. PRICES. Prices are requested in units of quartity specified in the bid specifications. In case of a discrepancy in computing the total amount of hid, 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 chims) and shall include all cartage, diayage, packing, etc., delivered to and unloaded at the receiving station at the s designated in ELD PROPOSAL FORMS and there received by the designated agent of the Board.
- 4. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangitie personal property. The applicable tax exemption number is about on the purchase order. This exemption does not apply to purchases of tangitie 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 Statutés.

#### **1. SUBMITTING OF MOS**

A. BID FORMS AND ENVELOPES. Bids must be submitted on forms furnished by the Board and in seated envelopes. Envelopes must be clearly maked with bid number, bid tile and bid opening.

- B. ERASURES OR CORRECTIONS. When filing out the bid proposal form. bidders are required to use a typewriter or complete hid proposal in ink.
  - 1. Use of penci 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 terms 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 BULDING, 1450 NE. 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 207, 123(2)(4) Florida Statute. A person or affiliate who has been placed on the convicted vendor ist 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 BIQ." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Falue to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times may result in your company being removed from the School Board's bid list.
- F. ANALABLITY OF BIO REFORMATION. 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 and Materials Testing.

#### EL CANCELLATION OF BIDS ORREQUEST FOR PROPOSALS

An invitation for bids or Request For Proposals, or other solicitations 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

- 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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;
- The Board no longer can reasonably expect to fund the procurement;
   A review of a velid protest filed by a bidder as may be determined by the administrative staff; and
- 4. Proposed amendments to the solidization 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 ormali and bids or proposals returned to the vendor unopened.
- C. 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 se-solicitation on any future procurements of similar supplies, services, or construction.

#### W. CHANGE OR WITHDRAWAL OF BIDS

- A PRIOR TO BID OPENRIG. 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, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Bulding, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.
- B. AFTER BID OPENERG. 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. FALURE TO ACCEPT BID AVARD. Bidders who, prior to the Bid Award by The School Board of Miami- Dade County, Florida, indicate that they are unable to accept the tid award shall either.
- 1. Payto the Board, as liquidated damages an amount equal to 5% of the unit price bid times the quartity, 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. AWARDS

- A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bits, to wake irregularities or technicalities, and to request rebits. The Board reserves the right to award on an individual item basis, any combination of items, total low bit or, if an atemate bid is accepted, on such terms as are specified for the atemate bid, whichever manner is in the best interest of the Board.
- B. ANARD RECOMMENDATION. Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1975, each Filday, to be advised of the recommended bidders or proposers and the time t is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protests, with the School Board Clerk, within 72 hours after the posting of the bid tabutation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Malerials Management and will offer the protesting bidder the opportunity to meet and discuss the merts of the protest. It the bidder is not satisfied with the response to the protest, heather may invoke the provisions of § § 120.569 and 120.57, Fla.Stat. Pellions for hearings on protests pursuant to § § 120.569 and 120.57, Fla.Stat., must be filed in accordance with School Board Rule 66x3.3-8C-1.064. Protests filed later than the date specified herein shall constitute a weiver of proceedings under Chapter 120 Florita Statutes. This provision supersedes and governs over any conflicting provision in this document.

- G. OFFICIAL ANARD DATE. Awards become official when made unless otherwise specified in the award recommendation.
- D. PURCHASE ORDERS. Purchase orders maled 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 bidderfalls to deliver the materials in accountance with the terms and conditions of the bid and purchase order, the bidder shall be considered in default of the contract and subject to the default provisions stated in instructions to Bidders, Section V. E.
- E. DEFALLT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardees shall pay to the Board as liquidated demages an amount equal to 10% 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. Where no performance bond or check has been required, each awardee who fails to paythe liquidated damages within 15 days after it is invoked shall tose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board.

Bidders who are determined ineligible may request a hearing pursuant to §120.569 Fia. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages/loss of eligibity.

F. The intent of the bid documents is to include only the written asquirements 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 entitizenent to any other scope of work except as specified herein.

# VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BEDDERS ONLY

- A PLRPOSE. A performance bond or check may be required to guarantee performance.
- B. BONDRIG 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. Avanda Greater than \$100,000

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

Contract Amount

Minimum Rating by A.M. Best

\$ 500,000.01 to \$2,500,000 \$2,500,000.01 to \$5,000,000 None B+orNA-3

No Minimum Class

\$5,000,000.01 to \$10,000,000 \$10,000,000 £1 or more A- Class IV A- Class V

Ourrent certificate of authority as acceptable autety 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 Sueties on Federal Bonds and as Acceptable Re-Insuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

#### 2. Awards of \$100,000 or Less

Bonds shall be witten with a surety company or corporation meeting the qualifications as set forth in Paragraph VI.B. above or the qualifications set forth in section 267.0935, Florida Statutes.

- C. AMOURT. When required as defined therein, the firm or individua(s) to whom an award has been made shall execute and deliver to The School Board of Miami- Dade County, Florida, a Pérformance Bond, Cashier's/Certified Check, or equal.
- 1. Awards less than \$200,000 shall be exempt from performance security.
- 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 Awardse of his/her cash security, or notification to the Awardse 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.

#### VIL SAMPLES.

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

- A. All samples must be identified with the bilder's name, bit 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 Materiels Texting and Eveluation, a signed receipt admowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mall or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Mitami-Dade County Public Schools receiving department as the file copy. Bidder shall be solety responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

Revised February 2001

#### D. Samples should be delivered to the following address:

MAM DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: (305) 995-3290

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. Interested bidders should contact the buyer, pilor to the recommendation for award, to determine whether the tem(s) submitted complies with the specifications requirements. If the Lem(s) does not comply, the buyer mill advise the bidder to contact Materials Testing and Evaluation for further details.
- VII. 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 the Bureau of Procurement and Materials Management, written approved for the use of the aterrate 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 asising out of the Board's failure to approve requests for substitutions.

#### EX. 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 transt.
- 8. 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. VENDORS NAME AND/ORTRADEMARK
- 3. NAME(S) OF ITEM(S) CONTAINED
- 4. ITEM NUMBER(S) WITH QUANTITY/IES)

#### X. PURCHASES BY OTHER PUBLIC AGENCIES.

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan 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 is no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these lients.

#### XL 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 contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

## XI ENVIRONMENTAL PRODUCTS.

Mizmi-Dade County Public Schools encourages the use of environmentally safe products.

#### XII. DELINGRY AND BELLING

- A DELIVERY. Saturdays, Sundays, and holdays excepted, deliveries shall be made as follows: Schools and Departments 8:00 A.M. to 3:00 P.M. Meichendise shall be unloaded at the seceking station of the designated delivery point and seceived there by a designated agent of the Board. A delivery licket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.
- B. RECEIVEG RESPECTION AND TESTING. Delivered items which do not fulfil all requirements will be rejected. Rejected terms shall be removed and replaced promptly by the vendor at no cost to the purchaser.
- C. IRVOICES. Each hyoice shall be issued by the successful bilder 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
  5. Total Price of all items on the invoice
- 4. Price Extensions
- D. PAYMENT. Unless otherwise specified by Mismi-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 Mismi-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to

#### XIV. NO GRATUITY POLICY.

the bidder.

It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

## XV. COMPLIANCE WITH FEDERAL REGULATIONS

A Al contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36[1] 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 detaimment, 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 voluntarity excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly petitions to the contract and retain all required records for three years after the grantee (The Board), or subgrattee 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.

## XVL DISCREMENTION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or pelform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

# ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

#### L PREPARING OF BIDS

A. BIODERS RESPONSIBILITY. Each kidder shall carefully examine the Instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

#### II AWARDS

A BASIS FOR AWARDS. The awards of all items on this kid will made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D/F Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Floridad-FRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approved.

B. AWARD OF FOREIGN PRODUCTS. Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cars must be webled to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an attemate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. tab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all stripments.

- IEW FOOD ITEMS/BRANDS. Suppliers wishing to have new food items or new trands of existing food items approved for inclusion on our next bild must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c.o Planning and Production Coordinator, 7042 West Flagler Street, Manni, Fl 33144, Telephone: (305) 995-3230.
- IV. USAGE REPORTS. The successful vendos(s) shall submit a morthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the terth day of the following month. This report shall be directed to: The Department of Food and Nutrition c.b Planning and Production Coordinator, 7042 West Flagler Street, Manni, FL 33144.
- II. INSURANCE REQUIREMENTS. Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.
- VI. USDA CERTIFICATION DOCUMENT. Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1048 contained herein. Faiture to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.
- WI. NUTRENT DATA SUBMISSION FORM. Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gethering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

#### VIIL DELIVERY AND BILLING

- A DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments 6:00 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 involce, prepared as indicated below, shall accompany each delivery.
- 8. DELITERED PRODUCTS. All products delivered shall be identical to the samples submilled for evaluation, and as awarded to successful vendors.

- C. UNAUTHORIZED DELIVERIES. The successful vendor(s) will not be authorized to sell and/or deliver any item not issed in this bid. Unauthorized deliveries may result in non-payment of invoices.
- D. SUBCONTRACTING DELIVERY. The successful vendor(s) may not be permitted to subcontract for the delivery of any item listed in the awards(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) (awardees).

THE BOARD MAY REJECT MAY BID FOR FAILURE BY THE BIDDER TO COMPLY UITH ANY REJURBMENTSTRUED MOVE, INTINE BID PROPOSAL FORM OR MATDICHMENTS THERETO UHICH BECOMES PARTOF THE BID.

THE SCHOOL BOARD OF MIAM DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

Revised February 2001

## **INSTRUCTIONS TO BIDDERS**

#### **CONE OF SILENCE**

#### DEFINITION

- A. Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:
  - any person who seeks an award therefrom, including a potential vendor or vendor' representative; and
  - any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purpose of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. The Cone of Silence shall be terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- Nothing contained herein shall prohibit any potential vendor or vendor's representative;
  - from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
  - from engaging in contract negotiations during any duly noticed public meeting;
  - from making a public presentation to the School Board during any duty noticed public meeting; or
  - from communicating in writing with any echool district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

# **Vendor Information Sheet**



1A.		<ol><li>Telephone/Fax/Contact Person</li></ol>
	Federal Employer Identification Number	<del></del>
Or		Telephone number
	Owner's Social Security Number	
1B.		Fax number
Name of Firm, Inc	fividual(s), Partners or Corporation	
		Contact Person
	Street Address	<del></del>
City	State Zip Code	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
			· · · · · · · · · · · · · · · · · · ·		
					:
1					

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

BID PROPOSAL FORM (FORMAT A)  TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA						
BID BUYER PAGE						
019-DD04	L. Cantin		SC 1			
TITLE						
Printers: Computers						

# **SPECIAL CONDITIONS**

- 1. **PURPOSE:** The purpose of this bid is to establish price lists and discounts to purchase computer printers and supplies (excluding copiers and multifunctional devices) for Miami-Dade County Public Schools (M-DCPS). All prices shall be F.O.B. each destination specified. The School Board of Miami-Dade County, Florida, may also purchase from a contract awarded by the State of Florida, any other county or municipality, or authorized contract, whichever is considered to be in the best interest of the Board.
- 2. **AWARD:** The School Board of Miami-Dade County may award the contract to the **two (2) vendors per manufacturer**, per group, offering the highest fixed discount off the current manufacturers suggested retail price list and otherwise complying with all specifications, terms and conditions. (M-DCPS will not accept a percentage of mark-up as part of this bid).

EACH BIDDER SHALL SUBMIT WITH ITS BID A HARD COPY AND/OR AN ELECTRONIC COPY OF THE LIST THE BIDDER USES AS THE "BENCHMARK" LIST AGAINST WHICH TO MEASURE OFFERED PRICE SAVINGS. Failure to measure percentage savings against the "benchmark" list, or an attempt to include reference to any other price, product, or similar list, will render a bid non-responsive and constitute grounds for rejecting the bid. EACH BIDDER MUST OFFER A PERCENTAGE DISCOUNT OF AT LEAST 5% OFF OF ITS PUBLISHED PRODUCT LIST FOR THE FLORIDA MARKET. Awarded vendors will be placed on the list of awarded vendors that is published and promulgated to all schools and departments.

- 3. **TERM:** The term of the bid shall be from the date of award, through January 31, 2006 and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee(s), be extended for two (2) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. The Board, through 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.
- 4. POSTING AUTHORIZED PRODUCT AND PRICE LIST: Every awarded vendor shall maintain on the Internet a list of the products it is authorized to sell under the Contract. The list shall clearly indicate the ceiling price for each product, expressed either as a single price or as a percentage saving off the "benchmark" price. Procurement and Materials Management, at its sole discretion, may maintain the vendors authorized list or provide electronic links to it. Vendors shall ensure that the District can access one, and only one, version of the authorized list. The authorized list shall include, either directly or via electronic link, the following: Contract number, contact person, part or product numbers and descriptions, ordering information, and pricing information. Posting will be monitored regularly on the following site: <a href="http://procurement.dadeschools.net/">http://procurement.dadeschools.net/</a>

BID PROPOSAL FORM (FORMAT A	TO: THE SCHOOL	BOARD OF MIAMI-DADE COUNTY FLORIDA
BID	BUYER	PAGE
019-DD04	L. Cantin	SC 2
TITLE		•
	Printers: Computers	

MIAMI-DADE COUNTY PUBLIC SCHOOLS

## SPECIAL CONDITIONS CONTINUED

Price lists must be provided as part of the bid package in hard copy and/or in electronic format on a 3.5-inch diskette or compact disk, as a Word for Windows or Excel file. Any subsequent revisions shall be submitted in the same format, for review and approval prior to implementation.

- "Word for Windows" or "Microsoft Excel"
- Font: Times New Roman 12
- Portrait only-no landscape
- No headers or footers

The initial authorized list shall be identical to the "benchmark" list submitted with the bid and used in making the award. Vendors are free to offer greater discounts for individual transactions and offer better discounts through the RFQ process. Vendors may decrease, and shall never increase, the prices offered initially and may increase, but never decrease, the percentage of discount.

The Universal Resource Locator (URL) for the Internet Home Page must be listed in the space provided on the Bid Proposal Form.

5. SPOT MARKET PURCHASE: The awarded bidder(s) shall be pre-qualified to participate in Spot Market Purchases, as required. The pre-qualified bidder(s) shall be invited to offer a fixed price for a specific item(s). These prices must remain fixed and firm for not less than 30 business days, or as specified by the Request for Quote (RFQ), excluding any and all holidays observed by the Board. All Request for Quotes must show the "Benchmark" price and the discounted price. Pre-qualified bidder(s) will be placed in a database and shall be contacted via fax, letter, or E-mail for quotes. All pre-qualified bidder(s) will be invited to offer quotes.

At the time of the quote, the bidder offering the lowest fixed price, meeting specifications shall be awarded the item(s). The award of one bidder for the item(s) does not preclude the ability of the remaining pre-qualified bidder(s) from submitting offers for other quotations.

6. **DELIVERY:** All deliveries must be made within thirty (30) days after receipt of order, or as indicated on each purchase order. Prices quoted shall be F.O.B. destination to various schools and departments throughout M-DCPS. It shall be the responsibility of the successful bidders to include **inside delivery**. Installation shall be listed separately on the bid, for information only, and will be requested as needed on individual purchase orders. If installation is required, it shall be completed within three (3) days of delivery date, or as required by the user. Installation consists of unpacking, connecting equipment to existing power outlets and removal of all dunnage.

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# SPECIAL CONDITIONS CONTINUED

- 7. **METHOD OF PURCHASE:** All items on a purchase order shall be supplied in a limited number of deliveries. Delivery shall be made in the number of days specified by the schools and departments, and invoiced immediately upon delivery. All items not furnished on the purchase order within the time specified may be cancelled, and/or the vendor may be defaulted and lose eligibility to transact new business as stipulated in the Instructions To Bidders.
- 8. WARRANTY: The warranty for equipment, after delivery and acceptance by the school or department, shall be for one (1) year on-site, including all parts and labor. All warranty claims require a 24 hour response time, and all warranty work on printers shall be done within five days of notification from the end user. If repairs cannot be made within five days, the vendor may be considered in default of the contract. A detailed description of all repair work shall be provided to the end user within three (3) days after the work is completed. When performing any work at a school site, service personnel must check in at the main office prior to performing any work.
- 9. MANUFACTURER'S CERTIFICATION: In the event a bid is submitted by other than the equipment manufacturer, a certification executed by the manufacturer shall be required stating the bidder is an authorized representative of the manufacturer.
- 10. **NEW EQUIPMENT:** This bid shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used, shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.

# 11. STANDARD SUPPORT LEVEL FOR PRINTERS

Requirements and provisions of Standard Support Level for Printers include:

- 1. Inside delivery.
- 2. 1-year on site warranty.
- 3. 24 hour response time for warranty service, and completion in 5 days.
- 4. Toll free telephone support and Fax/E-mail/Internet information.
- 5. Business days 8:00 a.m. to 5:00 p.m., Eastern Time.
- 6. 30-day money back guarantee, return to vendor, with no restocking fee or comparable charges.
- 12. BALANCE OF LINE PRODUCTS: Vendors not providing discounts for printers in either category, may offer "balance of line" products which may include toner and supplies. M-DCPS reserves the right to test all remanufactured toners and reject any product that does not provide acceptable print quality.
- 13. **AREA REPRESENTATIVE:** Bidder(s) must indicate in the space provided, the name, address, and phone number of the vendor representative who may make periodic scheduled visits to the schools and departments and who will be available, upon request, to resolve billing and delivery problems.

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# SPECIAL CONDITIONS CONTINUED

- 14. **PRODUCT APPROVAL:** All printer manufacturers/brands submitted by the bidder must be **previously tested** and approved by Information Technology Services, or samples will be required for testing prior to award. Bidders will be notified in writing if samples are required for testing.
- 15. **SAMPLES:** Samples, if required, will be requested in writing after bid opening, for bid evaluation. Samples must be delivered within (5) five days after request to: ITS warehouse, 2740 NW 104 Court, Miami, FI 33172. Samples not received within the five (5) days will be considered non-responsive, and bid will not be recommended for award.
- 16. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments could 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.
- 17. **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).

- 18. **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, <a href="http://procurement.dadeschools.net/">http://procurement.dadeschools.net/</a>
- 19. 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.

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# SPECIAL CONDITIONS CONTINUED

- 20. **INVOICING AND PAYMENT:** Invoices shall contain the purchase order number, the Contract number, the "benchmark" price, and the discounted price. Any deviation from this requirement may be grounds for termination of the contract. The payment terms of the District are net 45 days after receipt and acceptance of item(s).
- 21. YEAR 2000 COMPLIANCE: All products furnished under the Contract shall be Year 2000 compliant, that is, able to accurately process date data from, into, and between the twentieth and twenty-first centuries, including leap year calculations. Resellers may provide a "pass through warranty" from the manufacturer/software developer, which meets all the warranty requirements specified by the District, and which shall include all other warranties provided by the manufacturer or software developer. Reseller shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements.
- 22. **INSTALLATION**: Where installation is required, vendor shall be responsible for placing and installing the product in the required locations, unless otherwise designated on the purchase order. Vendor shall protect the site from damage and shall repair damages or injury caused during installation by vendor or its employees or agents. Vendor shall perform installation work so as to cause the least inconvenience or interference. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory order.
- 23. ACCEPTANCE: For installed products, the date of acceptance is the date the school or location accepts the product as installed and in good working order. For non-installed products, the date of acceptance shall be the delivery date.
- 24. **BIDDER QUALIFICATIONS:** Bidder(s) must have an established business providing sales and service to users for a minimum of three (3) years. Bidder(s) are requested to provide a list of three (3) of their largest current customers and the quantity and types of equipment sold and/or serviced.
- 25. CREDIT CARDS: Some orders will be placed by individual schools or departments utilizing a district issued credit card (currently up to \$750) or petty cash as the form of payment. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours) and eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request for a vendor to maintain a secure record of their specific credit card account, that can be used by assigning an alias or password, to avoid having to divulge the actual credit card number each time a purchase is made.

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# SPECIAL CONDITIONS CONTINUED

26. CONE OF SILENCE: A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

> Ms. Linda Cantin, Supervisor **Procurement Management** Fax #305-523-2331

E-mail: Lcantin@sbab.dade.k12.fl.us

A copy of this written request must be sent simultaneously to:

Ileana Martinez, School Board Clerk Miami-Dade County Public Schools 1450 N.E. 2<sup>nd</sup> Avenue, Room 268B Miami, Florida 33132 Fax #305-995-1448

E-mail: martinez@dadeschools.net

# The School Board of Miami-Dade County, Florida Bid #19-DD04 PRINTERS: COMPUTER

# BID PROPOSAL FORM (FORMAT B)

	Type or print in this box the complete name of the bidder:			PLEASE COMPLETE	
	Bid # 019-DD04			NAME OF BIDDER:	
	Title: Printers: Computer				
	Buyer: L. Cantin				
Item	DESCRIPTION OF ITEM	DISCOUNT PERCENTAGE	Installation Cost	INDICATE IF YOU OFFER EXTENDED WARRANTY for	
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR	PERCENTAGE	COST	year 2 and 3	
	Before completing any portion of this bid, each bidder should be completely familiar with all conditions enumerated below and in the Special Conditions. Each bid shall be completed fully as indicated below. Vendors shall indicate the percentage of discount off "benchmark" price lists for purchases by schools and departments by manufacture/brand.				
	INKJET PRINTERS: APPROVED PRODUCTS (INSIDE DELIVERY) Including cable, USB and parallel, minimum 6 feet.				
1	EPSON	%	\$	Yes No	
2	CANON	%	\$	Yes No	
3	HEWLETT-PACKARD	%	\$	YesNo	
4	LEXMARK	%	\$	YesNo	
5	DELL	%	\$	YesNo	
	LASER PRINTERS: APPROVED PRODUCTS (INSIDE DELIVERY) Including cable, USB and parallel, minimum 6 feet. Network printers must include a 10Base T cable minimum 10 feet.				
5	HEWLETT-PACKARD	%		Yes No	
6	XEROX	%		YesNo	
7	ОКІ	%		Yes No	
8	EPSON	%		YesNo	
9	LEXMARK	%		Yes No	
10	DELL	%		Yes No	
11	<b>ІВМ</b>	%	,	Yes No	

# The School Board of Miami-Dade County, Florida Bid #19-DD04 PRINTERS: COMPUTER

1	BID PROPOSAL FORM (FORMAT B)	1				
	Type or print in this box the			PLEASE COMPLETE		
	complete name of the bidder: Bid # 019-DD04					
	BIG # 019-DD04			NAME OF BIDDER:		
	Title: Printers: Computer					
	Buyer: L. Cantin					
ltem	DESCRIPTION OF ITEM	DISCOUNT	Installation	INDICATE IF YOU OFFER		
		PERCENTAGE	Cost	EXTENDED WARRANTY for year 2 and 3		
	BALANCE OF LINE PRODUCTS: THESE ITEMS WILL BE AVAILABLE ON LINE WITH A SEPARATE PRICE SHEET			INDICATE BRANDS		
12	SUPPLIES: CABLE, MEMORY, ETC.	%	N/A			
13	TONER: INKJET - OEM	%	N/A			
14	TONER: LASER - OEM	%	N/A			
15	TONER: INKJET - REMANUFACTURED*	%	N/A			
16	TONER: LASER - REMANUFACTURED*	%	N/A			
	*REMANUFACTURED TONERS MUST PROVIDE THE SAME QUALITY AS OEM TONERS VENDOR AGREES TO WARRANTY THE REMANUFACTURED TONERS AS OEM M-DCPS RESERVES THE RIGHT TO TEST ALL REMANUFACTURED PRODUCTS AND REJECT ANY PRODUCT THAT DOES NOT PROVIDE QUALITY PRINTING					
LIST E	BELOW ANY BRAND OF PRINTER NOT LISTED:	SAMPLES WILL	· · · ·	ED FOR TESTING		

Installation Extended Warranty

OTHER:

Yes\_\_\_\_No\_\_\_\_

Please provide the following info	rmation:
Service Center location:	NICO - 100 - 1 - 100 - 11 - 11 - 11 - 11 -
Company Representative:	
Phone Number:	
Fax Number:	
Local/Toll-Free Phone Number:	
Universal Resource Locator (URL):	
E-Mail Address:	

# **Reference Sheet**

Bid #019-DD04 Printers: Computer



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Please list below 3 of your most recent references and indicate the amount of printers installed for each client. References will be verified.

References: Company	Contact	Address	Phone	Fax	Quantities of printers
					,