

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
SCHOOL BOARD ADMINISTRATION BUILDING

COMPLETE USING  
TYPEWRITER  
OR  
BALL-POINT PEN  
ONLY.

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

TDD PHONE (305) 995-2400

**BIDDER QUALIFICATION FORM**

BID NO. 023-CC04 BID TITLE District Software Licensing and Special Purchase Agreement

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON 3/13/03 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 BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING.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 indemnitees (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 indemnitee,  
excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The  
School Board of Miami-Dade County, Florida and its members, officers and employees.

**III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:**

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond \_\_\_\_\_ Check (Cashier's, Certified, or Equal) \_\_\_\_\_

**PLEASE TYPE OR PRINT BELOW**

LEGAL NAME OF VENDOR : \_\_\_\_\_

MAILING ADDRESS : \_\_\_\_\_

CITY, STATE, ZIP CODE : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) : \_\_\_\_\_ DATE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : \_\_\_\_\_ TITLE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

## INSTRUCTIONS TO BIDDERS

### I. PREPARING 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** 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 MAIBE designated bids.** The **SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement** and the **MAIBE 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 IX: Packaging.

**2. PROTEST OF SPECIFICATIONS.** Bidders and proposers may file letters of protest which shall 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 Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and 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 § 120.569 and 120.57, Fla., Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla., Stat., must be filed in accordance with School Board Rule 6Gx13-8C.1.064. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

**3. 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.

**4. 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 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).

**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 your 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 and Materials Testing.

### III. CANCELLATION OF BIDS OR REQUEST 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 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 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;
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; and
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.

**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 re-solicitation on any future 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, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Building, 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 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. 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. AWARD RECOMMENDATION.** Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 985-1375, each Friday, to be advised of the recommended bidders or proposers and the time it 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 tabulation 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 Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the bidder is not satisfied with the response to the protest, he/she may invoke the provisions of § 120.569 and 120.57, Fla. Stat. Petitions for hearings on protests pursuant to § 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. This provision supersedes and governs over any conflicting provision in this document.

**C. OFFICIAL AWARD DATE.** Awards become official when made unless otherwise specified in the award recommendation.

**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 in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.

**E. DEFAULT.** In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages 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 pay the liquidated damages within 15 days after it is invoked shall 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 who are determined ineligible may request a hearing pursuant to §120.569 Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

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

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.

## VI. 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 \$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	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 \$100,000 or Less

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

**C. AMOUNT.** When required as defined therein, 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.

## VII. 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.

Revised February 2001

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: (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, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will 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 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.

#### D. 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)

#### 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 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.

#### XI. 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.

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

#### XII. 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 the 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 direct payment to the bidder.

#### XIV. NO GRATUITY POLICY.

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. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(f) 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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 grantee (The Board), or subgrantee 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.

#### XVI. DISCRIMINATION

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 perform 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

### I. PREPARING OF BIDS

**A. BIDDERS RESPONSIBILITY.** Each bidder 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 bid will be 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 Florida-HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

**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 cans must be welded 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 alternate 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. lab 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 shipments.

**III. NEW FOOD ITEMS/BRANDS.** Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid 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, Miami, FL 33144, Telephone: (305) 995-3230.

**IV. USAGE REPORTS.** The successful vendor(s) shall submit a monthly 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 tenth day of the following month. This report shall be directed to: The Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144.

**V. 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. Failure 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.

**VII. NUTRIENT DATA SUBMISSION FORM.** Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

### VIII. 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. DELIVERED PRODUCTS.** All products delivered shall be identical to the samples submitted 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 listed 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 ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM OR IN ATTACHMENTS THEREOF WHICH BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

# Reference Sheet

Bid #023-CC04

District Software Licensing and Special Purchasing Agreement



Bidder: \_\_\_\_\_

Sales Representative: \_\_\_\_\_

Main Contact Representative \_\_\_\_\_

Email \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

Email \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

Years in business: \_\_\_\_\_

URL: \_\_\_\_\_

\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City State Zip Code

Please list below 3 of your most recent references.

References: Company	Contact	Address	Phone	Fax	

# 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 each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more 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)  
FLORIDA

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID 023-CC04	BUYER Linda Cantin	PAGE SC 1
TITLE District Software Licensing and Special Purchasing Agreement		

**SPECIAL CONDITIONS**

1. **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 two years from the date of award, and may by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for three additional one year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement and Materials Management, 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(s) will be notified when the recommendation has been acted upon by the Board.
  
2. **AWARD:** The award of this contract will be to a maximum of two vendors based on a total low bid for multiple license prices. A minimum of one vendor will be awarded the contract who is **Microsoft Select Certified** and/or one vendor who is **Adobe CLP Certified**, and the lowest total of all other titles, meeting the District's needs.
  
3. **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:  
<http://procurement.dadeschools.net/>  
  
Price lists must be provided as part of the bid package in hard copy and 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 Universal Resource Locator (URL) for the Internet Home Page must be listed in the space provided on the Bid Proposal Form.
  
4. **PRICE CHANGES:** Vendors may submit changes to products or prices in writing after the bid award, however prices must remain firm for a minimum of 90 days after award of the bid. After the initial 90 day period any increase in price will be evaluated to determine the successful low vendor for the total low bid groups.
  
5. **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.



**BID PROPOSAL FORM (FORMAT A)**  
**FLORIDA**

MIAMI-DADE COUNTY PUBLIC SCHOOLS

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY**

BID 023-CC04	BUYER Linda Cantin	PAGE SC 2
TITLE District Software Licensing and Special Purchasing Agreement		

**SPECIAL CONDITIONS CONTINUED**

6. **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/>
7. **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).
8. **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.
9. **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).
10. **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.
11. **DELIVERY:** Delivery shall be completed within two (2) weeks, and no later than 30 days, after receipt of purchase order.

The School Board of Miami-Dade County, Florida  
 Bid #023-CC04  
 District Software Licensing and Special Purchasing Agreement

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the  
 complete name of the bidder:  
 Bid: #023-CC04  
 Title: District Software Licensing and Special Purchasing  
 Agreement  
 Buyer: Linda Cantin

**NAME OF BIDDER:**

**DESCRIPTION OF ITEM**

ITEM		UNIT	Price per license	Identify Software Title
	<p>Before completing any portion of this bid, each bidder should be completely familiar with all conditions enumerated below and in the Special Conditions and Specifications.</p> <p>With this bid, each bidder shall furnish one copy of their current catalog(s) showing prices and/or descriptive price lists indicating all items available. Each bid shall be completed fully as indicated below.</p> <p><b>Items 1 through 10 shall be awarded on a total low bid basis. Vendor shall bid all items. Bids will be based on Multiple License Price only (Identify Software Title). Single License must be provided for information only.</b></p>			
1	Adobe A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
2	Corel A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
3	Disney A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
4	FileMaker A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
5	Edmark A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
6	Inspiration A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
7	Knowledge Adventure A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
8	Macromedia A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
9	Microsoft A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
10	Sunburst A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	

The School Board of Miami-Dade County, Florida  
 Bid #023-CC04  
 District Software Licensing and Special Purchasing Agreement

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid: #023-CC04
Title: District Software Licensing and Special Purchasing Agreement
Buyer: Linda Cantin
<b>DESCRIPTION OF ITEM</b>

<b>NAME OF BIDDER:</b>
------------------------

ITEM	DESCRIPTION OF ITEM	UNIT	Price per license	Identify Software Title
11	Symantec/Norton A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
12	The Learning Company-Knowledge Box A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
13	Veritas A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	
14	Other educational publishers A. Multiple License 5+ B. Single License (for information only)	Per License Per License	\$ _____ \$ _____	

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**  
**BID #023-CC04**  
**DISTRICT SOFTWARE LICENSING AND SPECIAL PURCHASING AGREEMENT**

**BID SPECIFICATIONS**

**1.0 PURPOSE**

The purpose of this bid is to establish a maximum of two vendors as providers/managers of M-DCPS district software licensing programs that would provide a comprehensive educational software catalog with a wide variety of educational publishers.

**2.0 TERM**

The term of this bid shall be for two years from the date of the award, and may, by mutual agreement, be renewed for three additional one-year periods at the same, or lower, rates.

**3.0 DISTRICT SOFTWARE LICENSING PROGRAM**

**3.1** This agreement provides M-DCPS schools with a selection of a wide variety of educational software titles available in both Windows and Macintosh platforms in a customized M-DCPS educational software website.

**3.2** Bidder shall bid a majority of titles in the catalog of their choice plus titles from the following publishers. (Bidder shall provide a list of all titles and pricing from the following publishers.)

Adobe  
Corel  
Disney  
FileMaker  
Edmark  
Inspiration  
Knowledge Adventure  
Macromedia  
Microsoft  
Sunburst  
Symantec/Norton  
The Learning Company – Knowledge Box  
Veritas  
Other educational publishers

**4.0 BIDDERS SERVICE/SUPPORT/MANAGEMENT AGREEMENT**

**4.1** Bidder shall manage and provide delivery of product for all catalog software titles.

**4.2** Bidder shall manage and provide delivery of product for all third party products.

**4.3** Bidder shall provide local representative for district support to Instructional Technology Department and to all schools. (not necessarily housed in Miami-Dade County)

**4.4** Bidder shall provide a dedicated customer service representative for M-DCPS orders.

- 4.5 Bidder shall provide a dedicated inside sales representative for M-DCPS orders.
- 4.6 Bidder shall package each individual school order and ship to the Instructional Technology Department at no charge.
- 4.7 Bidder shall provide customized shipping and packaging for all orders directly to M-DCPS Instructional Technology Department by providing the following:
- package each individual school order separately
  - shipping label on outside of box in clear plastic sleeve
  - reversible packing slip contains two (2) "ship to" sections
    1. Ship to: Instructional Technology Department
    2. Ship to: M-DCPS Mail code, School Name, School Contact, Order Control Number
- 4.8 Bidder shall seek to comply with a two week delivery of product timeline upon receipt of school order.
- 4.8.1 Bidder shall provide training to designated M-DCPS staff representatives regarding the technical aspects of ordering, shipping, database management, billing, backorders, product specifications, and customer service issues.
- 4.8.2 Bidders shall provide 100 prepaid two-day shipping FedEx or comparable envelopes for mailing school order forms (paper copies) to bidder.
- 4.8.3 Bidders must provide an exclusive M-DCPS website that includes M-DCPS pricing that reflects stated discount from the catalog prices and how-to-order information.
- 4.8.4 All orders under this contract must be ordered through the Instructional Technology Department. Direct orders will not be honored at these prices.
- 5.0 CANCELLATION OF SERVICE
- 5.1 In the event that M-DCPS discontinues the agreement with bidder(s) no penalty or service charge shall be levied against M-DCPS by the bidder. M-DCPS shall pay for product shipped only.
- 5.2 M-DCPS reserves the right to discharge a/all successful bidders due to non-compliance with requirements listed in the bid.
- 6.0 BILLING
- 6.1 The successful Bidder(s) shall provide billing statements in paper copy and on electronic media as follows: Bidder shall provide a Microsoft Excel spreadsheet of order control numbers and bidder invoice numbers on each purchase order invoiced at the end of each \$10,000.00 cycle. The billing format must be approved by M-DCPS.
- 6.2 M-DCPS shall not be responsible for payment of any charges resulting from lost shipments or defective products.
- 6.3 Original invoices must be sent to **Error! Bookmark not defined.** to be signed for receipt of goods. Invoices should not be forwarded to Accounts Payable. Invoices sent to Accounts Payable will not be processed.
- 6.4 Bidder shall provide a Microsoft Excel spreadsheet of order control numbers and bidder invoice numbers on each purchase order invoiced at the end of each \$10,000.00 cycle.
- 7.0 AWARDED BIDDER(S)
- 7.1 Bidder(s) shall be awarded the contract based upon the following:
- best price from their catalog and other publishers previously listed

- support services
- educational titles for all subject areas, grade levels, and exceptionalities
- educational (school) versions of software
- required minimum purchase of an individual software title (shall not exceed five units)
- no initial order requirements on any title
- a minimum of one certified Microsoft Select vendor and a minimum of one certified Adobe CLP vendor will be chosen
- priority will be given to those bidders who can provide educational software licensing. (e.g. site, 50-user)
- a catalog discount exclusively honored under this contract