



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING
1450 Northeast Second Avenue
Miami, FL 33132

BIDDER QUALIFICATION FORM

BID NO. 032-GG05

BID TITLE Art & Specialty Paper

Direct all inquiries to Procurement Management Services:

BUYER NAME:

Gladys Forero-Beltran

E-MAIL ADDRESS: gforero-beltran@dadeschools.net

PHONE: (305) 995-1373

FAX NUMBER (305) 523-4990

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on July 31, 2007 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 Bids may not be withdrawn for 180 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

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

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

II. INDEMNIFICATION

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

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

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

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

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

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

Legal Name of Vendor _____

Mailing Address _____

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

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

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

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

I. PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

II. SUBMITTING OF BIDS

A. **BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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

- 1. Use of pencil is prohibited.
- 2. Do not erase or use correction fluid to correct an error.
- 3. All changes must be crossed out and initialed in ink.

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

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

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

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

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

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

IV. CHANGE OR WITHDRAWAL OF BIDS

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

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

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

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

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

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

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

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

VI. AWARDS

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

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

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

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

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

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

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

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 \$500,000 or Less

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

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

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

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

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

VIII. SAMPLES

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

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

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

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

D. Samples should be delivered to the following address:

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

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

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

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

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

IX. SUBSTITUTIONS

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

X. PACKAGING

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

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

XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

XII. RECYCLING REQUIREMENTS

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

XIII. ENVIRONMENTAL PRODUCTS

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

XIV. DELIVERY AND BILLING

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

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

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

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

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

XV. NO GRATUITY POLICY

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

XVI. COMPLIANCE WITH STATE/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 Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

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

XVII. COMPLIANCE WITH LAWS

Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

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

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

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

Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board

immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. *Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.*

Failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement (bid) and default entitling the Board to utilize the provisions of section VI. E of this bid as well as entitling the Board to terminate the Agreement(bid) immediately with no further responsibility for the Board to make payment or perform any other duties under this Agreement (bid).

XIX. COMPLIANCE WITH SCHOOL CODE

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

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which the School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6GX13 - 4A-1.212 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


(SUPERINTENDENT OF SCHOOLS)

FROM: _____

AFFIX
POSTAGE
HERE

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

BID NO.: 032-GG05
BID TITLE: Art & Specialty Paper
BID OPENING DATE: July 31, 2007

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

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

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

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

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

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

OTHER, (Please specify) _____

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

Signature _____

Title _____

Company _____

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

Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

Name of Firm, Individual(s), Partners or Corporation

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

Miami-Dade County Public Schools
SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT _____

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

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

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl
(Hereinafter "Board" or "School Board") by _____

(Print individual's name and title)
for _____
(Print Name of entity submitting sworn statement)
whose business address is _____

and its Federal Employer Identification Number (FEIN) is
_____. If the entity has no FEIN, include the Social Security
Number (SSN) of the individual signing this sworn statement and so indicate.
2. I, _____, am duly authorized to make this
(Print individual's name and title)
sworn statement on behalf of _____
(Print Name of entity submitting sworn statement)
3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford
Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2,
2005, with an effective date of September 1, 2005.

Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **“contractual personnel”** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines **“contractual personnel”** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a _____ (eg. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
7. I understand that “level 2 screening requirements,” as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

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

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

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

(Signature)

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

Personally known _____

OR Produced Identification _____

Notary Public -State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Initials

Bld #094-EE05

ART AND SPECIALTY PAPER

BID PROPOSAL FORM (FORMAT B)
Type or print complete name of bidder in this box:
Bid No. 032-GG05
Title: ART AND SPECIALTY PAPER
Buyer: Gladys Forero-Beltran

PLEASE COMPLETE ALL HIGHLIGHTED AREAS

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ITEM	DCPS#	DESCRIPTION OF ITEM	ESTIMATED QUANTITIES	UNIT	PRICE PER UNIT	MANUFACTURER/BRAND NAME & PRODUCT NUMBER																																																																																																					
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ART AND SPECIALTY PAPER**

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		<p>GROUP II: Items 3 and 4 are to be awarded on a total low bid basis. Vendor must bid all items.</p> <p>Construction Paper shall be (76 lb. basis weight minus 5% tolerance, 500 @ 24" x 36"), 100% sulphite, 50% recycled content, 50 sheets per package in the custom color assortment listed below. Approved Brands: Riverside Tru-Ray or Pacon Peacock Color Burst, or equal. Samples required for testing: Minimum 2 sheets of 8 1/2" x 11" of each color with color chart</p> <p>Minimum shipment of 50 cases in aggregate quantities of all colors and sizes, Items 3-4</p>																																																	
3	876-0498	Construction Paper, custom color assortment, 18" x 24", 15 packages per case	200	Case																																															

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4	876-0502	Construction Paper, custom color assortment, 12" x 18", 25 packages per case	500	Case																																			
		Custom Color Assortment Five (5) Sheets of each color as follows <table><thead><tr><th>Color</th><th>Riverside Tru-Ray#</th><th>Pacon Peacock Color Burst#</th></tr></thead><tbody><tr><td>Green</td><td>31SC</td><td>P78</td></tr><tr><td>Royal Blue</td><td>22SC</td><td>P73</td></tr><tr><td>Pumpkin</td><td>27SC</td><td>P85</td></tr><tr><td>Red Orange</td><td>2SC</td><td>P62</td></tr><tr><td>Magenta</td><td>1SC</td><td>P64</td></tr><tr><td>Lilac</td><td>24SC</td><td>P71</td></tr><tr><td>Salmon</td><td>12SC</td><td>P86</td></tr><tr><td>Tan</td><td>49SC</td><td>P69</td></tr><tr><td>Warm Brown</td><td>51SC</td><td>P67</td></tr><tr><td>Gray</td><td>55SC</td><td>P88</td></tr></tbody></table>	Color	Riverside Tru-Ray#	Pacon Peacock Color Burst#	Green	31SC	P78	Royal Blue	22SC	P73	Pumpkin	27SC	P85	Red Orange	2SC	P62	Magenta	1SC	P64	Lilac	24SC	P71	Salmon	12SC	P86	Tan	49SC	P69	Warm Brown	51SC	P67	Gray	55SC	P88				
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		GROUP III: Items 5-11 are to be awarded on a total low bid basis. These items may be mixed in any color combination for minimum order requirement. Vendor must bid all items. Art Paper shall be in 50 lb. Rolls 36" wide x 1000' long. (50 lb. basis weight minus 5% tolerance, 500 @ 24" x 36"). Samples required for testing: Minimum 3 sheets of 8 1/2" x 11" of each color with color chart. Minimum order: 150 rolls																																					
5	876-1043	Art Paper, Bright Green Approved Brands: Bemiss Jason #6713-1, Riverside #761, or equal.	400	Roll																																			
6	876-0934	Art Paper, White. Approved Brands: Bemiss Jason #6700-1, Riverside #750, or equal.	400	Roll																																			
7	876-1051	Art Paper, Light Blue. Approved Brands: Bemiss Jason #6716-1, Riverside #757, or equal.	400	Roll																																			
8	876-1060	Art Paper, Black. Approved Brands: Bemiss Jason #6730-1, Riverside #764, or equal.	400	Roll																																			
9	876-1078	Art Paper, Canary. Approved Brands: Bemiss Jason #6708-1, Riverside 751, or equal.	400	Roll																																			
10	876-1086	Art Paper, Flame Red Approved Brands: Bemiss Jason #6703-1, Riverside #755, or equal.	600	Roll																																			
11	876-1094	Art Paper, Orange. Approved Brands: Bemiss Jason #6710-1, Riverside #753, or equal.	400	Roll																																			

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GROUP IV: Items 12 and 13 are to be awarded on a total low bid basis. These items may be mixed in any combination for minimum order requirement. Vendor must bid all items. Minimum Order: 50 Cs.						
12	876-0021	Matboard, 4 ply, white on one side, cream on the other side, clear of all watermarks on both sides, 30" X 40", 25 sheets per pack, completely wrapped, packaged separately. Approved Brands: Crescent #34, or equal Samples required for testing: Minimum 5 sheets	300	Package		
13	876-0039	Matboard, same as item #12 except 20" X 30", 25 sheets per pack, packaged separately. Approved Brands: Crescent #34, or equal Samples required for testing: Minimum 5 sheets	50	Package		
GROUP V: Items 14 and 15 are to be awarded on a total low bid basis. These items may be mixed in any combination for minimum order requirements. Vendor must bid both items. Minimum order: 400 cases						
14	876-0660	Manila Drawing Paper (50 lb. Basis weight minus 5% tolerance, 500 @ 24" X 36") 18" X 24", 500 sheets per ream securely wrapped and labeled. Packaged 2 reams per case. Approved Brands: American Paper Converters #518M, Boston Paper Board, Roseart #MD-50, Riverside #3191, or equal. Samples required for testing: Minimum 20 sheets of 8 1/2" X 11"	200	Case		
15	876-0668	Manila Drawing Paper, same as item #14 except 12" X 18". Packaged 4 reams per case. Approved Brands: American Paper Converters #512M, Boston Paper Board, Roseart #MD-50, Riverside #3190, or equal.	1,400	Case		
GROUP VI: Items 16 through 18 are to be awarded on a total low bid basis. These items may be mixed in any combination for minimum order requirements. Vendor must bid all items. Drawing Paper shall be: White, Bleached Sulphite, (80 lb. basis weight minus 5% tolerance, 500 @ 24" X 36"). 500 sheets per ream, securely wrapped and labeled. Approved Brands: Riverside #3184, 3183, 3182, American Paper 824W, 818W, 812W, or equal. Minimum order: 200 cases Sample required for testing: Minimum 20 sheets of 8 1/2" x 11"						
16	876-0676	White Drawing, 24" X 36". Packaged 1 ream per case.	200	Case		

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17	876-0684	White Drawing, 18" X 24". Packaged 2 reams per case.	600	Case		
18	876-0692	White Drawing, 12" X 18". Packaged 3 reams per case.	1,200	Case		
		GROUP VII: Items 19 through 27 are to be awarded on a total low bid basis. These items may be mixed in any color combination for minimum order requirements. Vendor must bid all items Railroad Board Paper shall be 6 ply, colored both sides, 22" X 28", 50 sheets per package. Samples required for testing: Minimum 2 sheets of each color with color chart Minimum order: 240 packages				
19	876-0799	Railroad Board, Black. Approved Brands: Riverside#4275, American Paper #RR6BK-L, or equal	150	Package		
20	876-0802	Railroad Board, Azure Blue. Approved Brands: Riverside#4271, American Paper #RR6AZ-L, or equal	75	Package		
21	876-0811	Railroad Board, Buff. Approved Brands: Riverside #4263, American Paper #RR6BF-L, or equal	100	Package		
22	876-0829	Railroad Board Kelly Green. Approved Brands: Riverside #4259, American Paper #RR6KGR-L or equal	75	Package		
23	876-0837	Railroad Board, Red. Approved Brands: Riverside #4265, American Paper #R75, or equal	75	Package		
24	876-0845	Railroad Board, White. Approved Brands: Riverside#4256, American Paper #R2360, or equal	500	Package		
25	876-1001	Railroad Board, Royal Blue. Approved Brands: Riverside#4272, American Paper #RR6RD-L, or equal	100	Package		
26	876-1108	Railroad Board, Coral. Approved Brands: Riverside#4269, American Paper #RR6WH-L, or equal	75	Package		
27	876-1027	Railroad Board, Canary. Approved Brands: Riverside#4261, American Paper #RR6CN-L, or equal	120	Package		
		GROUP VIII: Items 28 and 29 are to be awarded on a total low bid basis. These items may be mixed in any combination for minimum order requirements. Vendor must bid both items. Minimum order: 200 cases				
28	876-0862	Tag Board, White (150 lb. basis weight minus 5% tolerance, 500 @ 24" X 36") 12" X 18", 100 sheets per package, 6 packages per case. Approved Brands: American Paper Converters #1512WP, Riverside #1518W, Boston Paper Board, Roseart #WT-150, or equal. Samples required for testing: Minimum 5 sheets of 12" x 18"	500	Case		

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29	876-0871	Tag Board, White, same as item #28 except 18" X 24". 100 sheets per package, 5 packages per case. Approved Brands: American Paper Converters #1518WP, Riverside #1524W, Boston Paper Board, Riverside #4110, Roseart #WT-150, or equal.	500	Case		
GROUP IX: Items 30 through 34 will be awarded on an individual line basis. Vendor does not need to bid all items in this Group.						
30	876-0889	Tissue Paper, 20 assorted colors, 20" X 30", 100 sheets per package, 6 packages per case. Approved Brands: Pacon Bemiss Jason #5851-6, Pacon 1465-5, or equal. Minimum order: 100 cases Samples required for testing: 1 package	500	Case		
31	876-0900	Watercolor Paper, White, acid free, rough surface, 25% rag (140 lb. basis weight minus 5% tolerance, 500 @ 22" x 30") 19" X 24", 25 sheets per package. Approved Brands: Canson #70615, Bockinford, Aquarile, or equal. Minimum order: 100 packages Samples required for testing: 1 package	800	Package		
32	876-0926	Brown Kraft Wrapping in rolls 36" wide X 1000' long (50 lb. basis weight, minus 5% tolerance, 500 @ 24" X 36"). One roll per carton. Approved Brands: Riverside #RK5036, Boston Paper Board, American Paper Converter #5036BK, Riverside 411, Pacon 5836, or equal. Minimum order: 100 rolls Samples required for testing: Minimum 20 sheets of 8 1/2" x 11"	400	Rolls		
33	876-0757	White Newsprint, smooth, 12" X 18" (30 lb. basis weight, minus 5% tolerance, 500 @ 24" X 36"), 500 sheets per ream, 5 reams per case. Approved Brands: American Paper Converters #312, Pacon 3409, Boston Paper Board, Riverside #3160, Roseart #WNP-30-P, or equal Samples required for testing: Minimum 20 sheets of 8 1/2" x 11". Minimum Order: 200 Cs.	800	Case		
34	876-0012	Chipboard, 32" X 40", 15 sheets per box, Packaged individually with 15 sheets per package/box Approved Brands: Crescent #20-C or equal Minimum order: 20 Bxs. Samples required for testing: 5 sheets	100	Box		

Bid #094-EE05

ART AND SPECIALTY PAPER

BID PROPOSAL FORM (FORMAT B)
Type or print complete name of bidder in this box:
Bid No. 032-GG05
Title: ART AND SPECIALTY PAPER
Buyer: Gladys Forero-Beltran

PLEASE COMPLETE ALL HIGHLIGHTED AREAS

NAME OF BIDDER:

ITEM	DCPS#	DESCRIPTION OF ITEM	ESTIMATED QUANTITIES	UNIT	PRICE PER UNIT	MANUFACTURER/BRAND NAME & PRODUCT NUMBER
		<p>GROUP X: Items 35 through 45 are to be awarded on a total low bid basis. Vendor must bid all items.</p> <p>The minimum order of items in this total low bid will be an aggregate quantity, totaling at least 20,000 lbs. (approximately 875 cases)</p> <p>Paper shall be: White newsprint, (30 lb. basis weight minus 5% tolerance, 500 @ 24" X 36") Size: 8" X 10-1/2". Packaged 500 sheets per ream, 10 reams per case. Approved Brands: Pacon, Roseart, American Paper, or equal. Samples required for testing: Minimum 20 sheets of each item ruled exactly as per specification.</p>				
35	876-0705	Paper, Manuscript, First Grade, Groveton Ruled, ruled both sides long way, 1" between major green lines, subdivided into three equal divisions by two pink, light guide lines. Top margin 1", start ruling with two pink, light guide lines.	200	Case		
36	876-0713	Paper, Manuscript, Second Grade, Groveton Ruled, ruled both sides long way, 3/4" between major green lines, subdivided into three equal divisions by two pink, light guide lines. Top with two pink, light guide lines. Top margin 1", start ruling with two pink, light guide lines.	100	Case		
37	876-0721	Paper, Manuscript, First Grade, Zaner Bloser Ruled, ruled both sides long way 1" between major blue lines, subdivided into two equal 1/2" divisions by a blue, light guide line; top margin 1".	50	Case		
38	876-0730	Paper, Manuscript, Second Grade, Zaner Bloser Ruled, ruled both sides long way, 3/4" between major blue lines, subdivided into two equal 3/8" divisions by a blue, light guide line; top margin 1".	50	Case		
39	876-0951	Paper, Manuscript, Kindergarten, Zaner Bloser Ruled, 1-3/4" ruling on both sides; 7/8" midline, red baseline, 7/8" descender space.	150	Case		
40	876-0969	Paper, Manuscript, First Grade, Zaner Bloser Ruled, 7/8" rulings on both sides; 7/16" midline, red baseline, 7/16" descender space.	300	Case		
41	876-0977	Paper, Manuscript, Second Grade, Zaner Bloser ruled, 3/4" ruling on both sides; 3/8" midline, red baseline, 3/8" descender space.	200	Case		

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NAME OF BIDDER:

ITEM	DCPS#	DESCRIPTION OF ITEM	ESTIMATED QUANTITIES	UNIT	PRICE PER UNIT	MANUFACTURER/BRAND NAME & PRODUCT NUMBER
42	876-0985	Paper, Manuscript, Third Grade, Zaner Bloser Ruled, 1/2" rulings on both sides; 1/4" midline, red baseline, 1/4" descender space.	200	Case		
43	876-0993	Paper, Manuscript, Fourth Grade, Zaner Bloser ruled, 3/8" ruling on both sides; 3/16" midline, red baseline, 3/16" descender space.	150	Case		
44	876-0896	Paper, Transition, Third Grade, Zaner Bloser Ruled, ruled both sides; long way, one side 1/2" between blue lines, the other side 1/2" between major blue lines, subdivided into two equal parts by a blue, light guide line, top margin 1".	50	Case		
45	876-0748	Paper, Picture Story, top half blank, bottom half ruled 7/8" x 7/16" alternate broken, reverse side ruled complete 7/8" x 7/16" alternate broken.	300	Case		
		GROUP XI: Items 46 through 48 are to be awarded on a total low bid basis. Vendor must bid all items. The minimum order of items in this total low bid will be an aggregate quantity totaling at least 350 cases. Paper shall be: Grade D tablet paper, size 8" X 10-1/2", (16 lb. basis weight minus 5% tolerance, 500 @ 17" X 22") packaged 500 sheets per ream, 10 reams per case. Approved Brands: Pacon, Roselle, American Paper, or equal Samples required for testing: Minimum 20 sheets of each item ruled exactly as per specification				
46	876-0764	Paper, Penmanship, lined 5/16".	200	Case		
47	876-0772	Paper, Penmanship, lined 3/8".	300	Case		
48	876-0781	Paper, Penmanship, lined 1/2".	200	Case		
Please provide the following information: Company Representative: Street Address: City, State and Zip Code: Phone Number: Fax Number: Local/Toll Free Phone Number: Universal Resource Locator (URL) E-Mail Address:						

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
032GG05	Gladys Forero-Beltran	SC 1
ART AND SPECIALTY PAPER		

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 as may be required of **ART AND SPECIALTY PAPER**, for Stores and Mail Distribution stock. The term of the bid shall be for one (1) year from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the awardee(s), be extended for three (3) additional one (1) year periods, and if needed, ninety (90) days beyond the expiration date of the current contract period. Procurement Management Services, may, if considering extending the contract, request a letter of intent to extend from the awardee(s) prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to this condition by signing its bid.

2 - METHOD OF AWARD

Award of this bid may be made to a primary and alternate responsive, responsible bidder, offering the lowest price for each item or group of items. If the primary awardee fails to perform under the terms and conditions of the contract, the secondary awardee will be contacted. Groups (I-VIII and X) of this bid shall be awarded as a total low, per Group, to the lowest responsive, responsible bidder(s) meeting specifications. Group IX will be awarded on an individual line item basis to the lowest responsive, responsible bidder(s) meeting specifications. The Board reserves the right to reject any and all bids for excessive prices.

3 - PRICING

Prices shall be firm and fixed during the term of the contract. At the end of the initial one-year contract period, prices may be adjusted to establish a current price for the upcoming contract period. Adjusted prices submitted by awarded vendors (primary and secondary) at the time of contract extension will determine the primary/alternate status. The price may be increased or decreased, not to exceed the percentage published monthly in the Producer Price Index, by the United States Bureau of Labor. Calculations will be based on the PPI index for the latest month available at the time of renewal, and on each subsequent anniversary of the contract effective date. Proof of price increases from the mill is required.

All price adjustments shall be subject to audit as to validity and accuracy at any time by school system personnel. The approved price shall be honored for all orders received by the awardee(s) after the effective date of such price change(s).

4 - ESTIMATED QUANTITIES

The estimated quantities provided in the bid proposal are for bidder(s) guidance only. No guarantee is expressed or implied as to the total quantity or dollar value of this bid. Estimated quantities are based upon actual needs and usage during a previous contractual period, and include an additional ten (10%) percent to cover unanticipated increases in usage requirements.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 032GG05	BUYER Gladys Forero-Beltran	PAGE SC 2
ART AND SPECIALTY PAPER		

SPECIAL CONDITIONS (Continued)

5 - BID ITEM OFFERED / EQUAL PRODUCTS

If an item is to be considered as an equal to the specified item, complete technical specifications along with illustrative materials providing the manufacturer's name, brand name, and model number of the item are to be submitted with the completed bid package. Non-compliance with this condition may cause the item not to be considered for award.

The use of a manufacturer's brand name and model number are used in this specification for the purpose of establishing a minimum acceptable required level of quality, standards of performance and design required for the item. **An equal product may be bid for all items. In the event that case packing differs on any equal product being offered, bidder(s) must indicate case packing variation(s) in the space provided.** Samples of the products bid, as equal, may be required for bid evaluation and will be requested by Buyer, in writing, to be delivered at **no cost** to M-DCPS within five (5) working days to the below noted address:

Materials Testing and Evaluation Department
7040 West Flagler Street
Miami, Florida 33144
Telephone (786) 275-0775

Undelivered or late samples may be considered non-responsive, and may not be considered for award. All bid samples submitted for testing should be identified with the following: bid number, bid item number, vendor's name, vendor's product number, manufacturer's name, manufacturer's brand name and manufacturer's product number. Vendors and manufacturers shall identify each sample forwarded to M-DCPS Materials Management Testing Lab with the following Sample Label:

LABEL FOR EACH SAMPLE SUBMITTED

Art and Specialty Paper

M-DCPS BID NUMBER: 032-GG05 **BID ITEM NUMBER:** _____

VENDOR/BIDDER'S NAME: _____

VENDOR/BIDDER'S PRODUCT NUMBER: _____

MANUFACTURER'S NAME: _____

MANUFACTURER'S BRAND NAME: _____

MANUFACTURER'S PRODUCT NUMBER: _____

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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SPECIAL CONDITIONS (Continued)**6 - DELIVERY**

Delivery will be made as soon as possible, but no later than thirty (30) days after receipt of the Purchase Order. Deliveries are to be made to the address as specified on the Purchase Order. For all orders, a complete packing slip or delivery ticket must accompany shipment to destination, and should include, the following information: Purchase Order number, complete listing of items being delivered, backorder quantities, estimated delivery date of backorder, if applicable. All vendors must offer inside delivery, (F.O.B. destination), to the location as indicated on Purchase Orders. Timely, complete delivery will be an important factor in evaluating vendor performance for the award of future contracts.

All orders placed prior to the expiration of the bid and accepted by the successful vendor(s) will be invoiced at the bid unit price(s) although deliveries may be made after the expiration of the contract.

7 - CREDIT CARDS

Some orders may be placed by individual schools or departments utilizing a district issued credit card as the method 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 and/or delivered can be charged to the credit card account (i.e., no back-orders are allowed).** 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 must not be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery.

8 - DAMAGED GOODS

Awardees shall be responsible for filing, processing and collecting all damage claims against the shipper. The awardee(s) shall also be responsible for implementing an immediate replacement shipment of damaged materials.

9 - BACKORDERS

Vendor(s) will be required to notify M-DCPS in writing whenever an item will be backordered by the manufacturer. Notice, in the form of a letter from the manufacturer, shall state the reason(s) for the backorder and the expected delivery date. Material(s) backordered should be clearly indicated on the packing slip. M-DCPS reserves the right to cancel the backorders at any time. No backorders are permitted on order utilizing District credit card.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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SPECIAL CONDITIONS (Continued)

10 - DEFAULT

The supplier(s) shall inform the Buyer of any problems or delays in providing the awarded item(s) as required. Procurement Management Services shall consider repetitive non-deliveries, late deliveries, and/or deliveries of products not meeting specifications, to be a default of contract, and shall result in termination of the contract with the pertinent default penalty imposed, as defined in Instructions to Bidders, Section VI.E.

11 - RESTOCKING

M-DCPS will not pay a restocking charge for items returned in new, unused and unopened condition, within thirty (30) days after time of delivery or pick up.

12 - REBATES and SPECIAL PROMOTIONS

The successful vendor(s) shall pass on all rebates and special promotions offered by the manufacturer/mill during the term of the contract period. It shall be the responsibility of the vendor to notify the district of such rebates and/or special promotions during the contract period. The vendor(s) to the district may offer special promotions provided that the new price charged for the item is lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

13 - AREA REPRESENTATIVE

Bidder(s) shall indicate in the space provided, the name, address, and telephone 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.

14 - 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, Florida shall meet their local Occupational Tax requirements. A copy of the license should 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 current license. Non-compliance with this condition may cause the bid not be considered for award.

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SPECIAL CONDITIONS (Continued)**15 - VENDOR INFORMATION SHEET**

All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the bid, M-DCPS requires that the vendor(s) have a current vendor application in the 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. The Vendor Application can be downloaded at <http://procurement.dadeschools.net>.

16 - NON-EXCLUSIVITY

M-DCPS reserves the right to procure the items herein described in any manner it sees fit, including, but not limited to awarding of other contracts, and use of contracts 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.

17 - BID ADDENDUM

All bidders must continuously monitor the M-DCPS Procurement website for any addendum that may be posted prior to the opening of this solicitation. The Procurement website, which lists all bids, addenda and award information, is as follows:

<http://procurement.dadeschools.net> (Click on Bid Solicitation)

18 - SUBMITTAL OF CORRESPONDENCE

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 the Buyer, with a copy of the written request sent simultaneously to the Board Clerk:

Gladys Forero-Beltran, Buyer
Procurement Management
Fax No. 305-523-4990
E-mail: gforero-beltran@dadeschools.net

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

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
The Office of Superintendent of Schools
1450 N.E. 2nd Avenue, Room 268B
Miami, Florida 33132
Fax No. 305-995-1448
E-mail: martinez@dadeschools.net

Questions concerning this solicitation are required to be submitted in writing no later than July 24, 2007.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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SPECIAL CONDITIONS (Continued)

19 - ERASURES AND CORRECTIONS

When filling out the Bid Proposal Form, bidders are requested to use a typewriter or complete bid proposal in (preferably blue) 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) and ineligible for award.

20 - BIDDER'S RESPONSIBILITY

Before submitting their bid, each bidder is required to carefully examine the specifications on Bid Format B (attached hereto), delivery schedule(s), bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Failure to do so on the part of the bidder will, in no way, relieve them of any of the obligations and responsibilities that are a part of this bid.

Each bidder is required to submit two (2) copies of their bid, one original (which is to be completely filled out and in accordance with #21 above) and one copy clearly marked COPY.

In addition, vendor is requested to submit a copy on diskette or CD of "BID PROPOSAL FORM (FORMAT B)" to facilitate evaluation. To do so, please access our website at <http://procurement.dadeschools.net> (Click on Bid Solicitation).