Clear Form

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

BIDDER QUALIFICATION FORM

BID NO. 061-NN06

BID TITLE PLASTIC CAN LINERS

Direct all inquiries to Procurement Management Services.

BUYER NAME: Claudette VanWhervin
E-MAIL ADDRESS: cvanwhervin@dadeschools.net
PHONE: (305) 995-2338
FAX NUMBER: 523-4988
TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on September 19, 2013 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 Bids may not be withdrawn for 180 days after opening.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. BIDDER CERTIFICATION AND IDENTIFICATION

A. 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.

C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Policy 6460)

D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

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, its members, officers and employees.

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

Refer to **INSTRUCTIONS TO BIDDERS,** para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED: Performance Bond ☐ Check (Cashier's, Certified, or equal) ☐

IV. FLORIDA CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE, please indicate: YES ☐ NO ☐

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. _____ ***Fax No.*** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ ***Date*** _____

Name (Typed or Printed)

Of Authorized Representative _____ ***Date*** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at http://www2.dadeschools.net/schoolboard/rules all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

INSTRUCTIONS TO BIDDERS

CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a *Cone of Silence* from issuance of a solicitation and shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

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

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 SPECIFICATIONS. Describes technical, performance, and packaging requirements for every bid line item. 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 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 freight charges. Bidder own 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. 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. 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 Section287.017, 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.

G. TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY. Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

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 canceled 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 calendar 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 Policy 6320. 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 §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Policies 6320 and 0133.

E. The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Martinez@dadeschools.net

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 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 Section VI. F.

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 had 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 Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.04.

G. BID DOCUMENTS. 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.

H. DEBARMENT. Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

I. **IDENTICAL PRICES.** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to a Florida certified service-disabled veteran business enterprise as defined by §295.187, Fla. Stat. The vendor preference for Florida certified service-disabled veteran businesses shall be subordinate only to the vendor preference for businesses implementing a drug-free workplace in accordance with School Board Policy 6320.

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 TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to M-DCPS. Vendor must pay for the testing/evaluation of these samples which must be submitted in accordance with the following procedures.

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 manufacturer's product name and number. When 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. Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the M-DCPS Materials Testing and Evaluation Department *(http://materials.dadeschools.net)* are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

C. The Materials Testing and Evaluation Department is located at:

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.

D. 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.

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. No perishable samples submitted for testing and evaluation will be returned.

G. TESTING AND EVALUATION RESULTS. The Materials Testing and Evaluation Department will report to the buyer the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

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

This agreement, contains the entire understanding of the Parties with respect to the subject matter hereof and incorporates and supersedes any and all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. **General or special conditions included in any of vendors' price lists, invoices, tickets, receipts or other such documents presented to School Board shall have no applicability to School Board with respect to this Agreement.**

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. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

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 CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. 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.

C. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

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, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present,

who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statues, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract 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 Policies 1129, 3129, 4129 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.

XXIII.ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV.DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

XXV.LOBBYISTS

School Board Policy 8150, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee.

Pursuant to this rule, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

XXVI.LOCAL-VENDOR PREFERENCE

The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 dollars or the current formal bidding threshold set by statute.

Bidders claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

Board policies may be accessed at: http://www.neola.com/miamidade-fl/

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.: 061-NN06
BID TITLE: PLASTIC CAN LINERS

BID OPENING DATE: September 19, 2013

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

Clear Form

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION: RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: 061-NN06		
BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		Length of Time at Address Provided: _____ Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(Specify)*: _____	
PHONE:	( )	FAX: ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.
- The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____
SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM *(FORMAT A)* TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
061-NN06	Claudette VanWhervin	SC 1

TITLE

PLASTIC CAN LINERS

SPECIAL CONDITIONS

1. PURPOSE: The purpose of this bid is to establish a contract, at firm unit prices, for the purchase and delivery of estimated requirements for PLASTIC CAN LINERS, as may be required, for the 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 The School Board of Miami-Dade County, Florida and the awardee(s), be extended for three (3) additional one year periods, and if needed, ninety (90) days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may, if considering extending, request a letter of intent to extend from the successful bidder(s), prior to the end of the current contract period. However, Procurement Management Services reserves the right to not extend the contract of an awardee. The awardee(s) will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing this bid.

2. AWARD: Award of this bid will be made to a primary and two (2) alternate, responsive and responsible bidders who demonstrate that they meet the product specifications for this solicitation as listed on the Bid Proposal Form (Format B) and who offer the lowest price on an individual basis or total low basis, whichever is in the best interest of the Board. The awarded bidder(s) price must remain firm for the initial six (6) month period. After the initial six (6) month period expires, each awarded vendor will be requested to submit quotes for the next six (6) months period of the contract. The primary and alternates may change depending on the quotations received. The low bidder will be the primary vendor for the period indicated on the request for quote and prices shall remain firm and fixed for that period. The prices shall remain firm and fixed for each six month period. If the primary awardee fails to perform under the terms and conditions of the contract, the alternate awardee(s) will be contacted. All vendors agree to this condition by signing their bid.

3. SPECIFICATIONS: Complete technical specifications, together with illustrative materials providing brand names and model numbers of the item(s), are requested to be submitted with the bid applications. Non- compliance with this condition may cause the item not to be considered for award.

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 quantities that will be used during the contract period. Estimated quantities are based on the length of the initial award period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any item(s) or given amount, subsequent to the award of this bid.

5. EXEMPTIONS FROM THIS BID: The School Board of Miami-Dade County, Florida reserves the right to procure items described herein through the use of other School Board of Miami-Dade County, Florida bids, State of Florida contracts, and/or other state, local and political, sub-division governmental contracts. The School Board of Miami-Dade County, Florida reserves the right to bid or quote separately any item(s) if the vendor(s) fails to perform or for any other reason, if deemed to be in the best interest of the School Board.

SPECIAL CONDITIONS (CONTINUED)

6. BID ITEM SPECIFICATIONS/COMPLIANCE EVALUATION: If an item which is not listed as an approved brand for the corresponding bid line item is to be considered for award, complete technical specifications along with illustrative materials providing the manufacturers' name, brand name, and model number of the item are to be submitted with the completed bid package to establish compliance with bid specifications and/or equal to the approved brands. 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 some instances in this specification for the purpose of establishing a minimum acceptable required level of quality, standards of performance and design required for the item. In the event that case packaging differs on any equal product being offered, bidder(s) must indicate case packaging variation(s) in the space provided. An equal product may be bid for all items. All bidders are requested to adhere to case packing and size requirements of cartons due to storage and various other limitations. Samples of products not listed as approved brands may be requested by Buyer in writing after bid opening for bid specification compliance testing/evaluation, to be conducted by *The School Board of Miami-Dade County, Florida, Materials Testing & Evaluation Department (MT&E). To be considered for award, samples will be requested by the Buyer, in writing, after bid opening, to be delivered at* no cost *to The School Board of Miami-Dade County, Florida* within five (5) working days *to the address noted below:*

The School Board of Miami-Dade County, Florida
Materials Testing & Evaluation Department (MT&E)
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. If the Buyer requests samples of a particular item for testing/evaluation purposes, vendors must pay a testing fee of $225.00 per each item submitted following the instructions as stated in the requirement http://materials.dadeschools.net/general.asp under "All Other Products" /"New Brand Evaluation For Approval Procedures/"Product Category/Paper. All bid samples submitted for testing/evaluation shall be identified with the following: bid item number, vendor's name, vendor's product number, and manufacturer's name, brand name and product number (see Label Sample).

LABEL FOR EACH SAMPLE SUBMITTED

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDABID NUMBER: **061- NN05 PLASTIC CAN LINERS**

BID ITEM NUMBER:

VENDOR/BIDDER'S NAME: _____
VENDOR/BIDDER'S PRODUCT NUMBER: _____
MANUFACTURER NAME: _____
BRAND NAME: _____
PRODUCT NUMBER:

SPECIAL CONDITIONS (CONTINUED)

7. DELIVERIES: Delivery shall be made as soon as possible, but not later than 30 days after receipt of the purchase order to the address indicated on the purchase order, unless otherwise scheduled by The School Board of Miami-Dade County, Florida. Procurement Management Services. Prices shall include all charges for packing, handling, freight, fuel, distribution, and inside delivery. All vendors must offer inside delivery (F.O.B. destination), which shall be completed within thirty (30) days after receipt of an authorized and signed Purchase Order or as per the requirements of the purchase order. Balances shall be shipped no later than forty-five (45) days after receipt of purchase order. Deliveries will be made to the address as specified on each purchase order. It shall be the responsibility of the successful bidders to include inside delivery, and to ensure satisfactory operation and/or condition of each and every product delivered on this bid. 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.
For out of stock orders, the successful low bidder shall affect an initial delivery within 48 hours. If partial delivery is made, it shall be for at least 20% of the order. The balance, if any, shall be delivered within five (5) working days thereafter. If the successful bidder cannot perform within the specified time period, the order may be placed with the second low awardee, as required, under the same terms and conditions. Deliveries in excess of authorized purchased amount will be unauthorized, and may not be approved for payment.

8. BACKORDERS: Vendor(s) will be required to notify The School Board of Miami-Dade County, Florida, in writing whenever an item will be backordered by the manufacturer. Notice in the form of a letter from the manufacturer/mill, shall state the reason(s) for the backorder and the expected delivery date. Materials(s) backordered should be clearly indicated on the packing slip, and it is the responsibility of the vendor to contact the originating location to verify whether the backordered items are still required. Once the delivery status of an order becomes overdue, The School Board of Miami-Dade County, Florida reserves the right to cancel the order and make the purchase with another supplier. Backordered items should be clearly indicated on the packing list.

9. QUALITY OF SERVICE: The successful bidder(s) must be prepared to furnish continuous top quality service, by acknowledging receipt of all purchase orders received, responding in a timely manner to requests for pricing and availability, making required corrections, adhering to lead times, resolving problems or issues, delivering products by the purchase orders' due date, and issuing a Return Authorization (RA) tickets/invoices within five days from the date a return is requested. Vendor's invoices submitted to Accounts payable or the requesting location, if purchases are made with a credit card, should match the purchase/credit card order received and/or revised.

10. 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.

SPECIAL CONDITIONS (CONTINUED)

11. BRAND NAME OR EQUAL: The use of a manufacturer's brand name, trade name, and/or model is for reference purposes only and should not be interpreted as a statement of preference. Bids will be accepted on these and comparable products provided the quality of the proposed products meet or exceed the quality of the products listed.

12. RE-STOCKING: The School Board of Miami-Dade County, Florida will not pay a restocking charge for items returned in new, unused condition within thirty (30) days after delivery.

13. NON-EXCLUSIVITY: The School Board of Miami-Dade County, Florida reserves the right to procure items herein described in any manner it sees fit, Including, but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of The School Board of Miami-Dade County, Florida.

14. 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 the contact, and may result in termination of the contract with the pertinent default penalty imposed, as defined in Instructions to Bidders, Section VI.E..

15. UNAUTHORIZED SHIPMENT/SUBSTITUTION: The successful awarded vendor(s) shall deliver only those brands and items awarded on this bid. However, awarded vendors may need to make substitution offerings to The School Board of Miami-Dade County, Florida during the term of this contract. Awarded vendor(s) is/are required to notify Procurement Management Services at least thirty (30) days prior to the effective discontinuation date or within five (5) days after the awarded vendor is/are notified by manufacturer of the discontinued item(s). The written notification must also state the substitution item that is being offered by the manufacturer. Each specification of the substituted item must meet or exceed those specifications in the bid for the awarded item(s). Awardee(s) is/are to submit complete descriptive literature. Failure to provide this information and notification within the time frame stated above may result in awardee to be in non-compliance of contract and may result in default of contract. Items offered as substitutes must be at the same or lower price as originally awarded. The School Board of Miami-Dade County, Florida reserves the right during this thirty (30) day advance notice period, to continue to order the item scheduled for discontinuation with the requirement that all such orders are filled as originally placed, at the same or lower price, prior to the substitution being offered to purchase the newer, submitted item. The School Board of Miami-Dade County, Florida reserves the right to reject a substitution and require vendor(s) to re-submit another item, supplied by the same manufacturer for substitution. If any awarded vendor(s) substitutes a product, without the requisite written authorization from the Buyer, the vendor(s) may be in default and lose eligibility to conduct business with the School Board, pursuant to Instructions To Bidders, Section VI. E., Default.

BID	BUYER	PAGE
061-NN06	Claudette VanWhervin	SC 5

TITLE

PLASTIC CAN LINERS

SPECIAL CONDITIONS (CONTINUED)

16. INVOICING AND PAYMENT: Invoices are requested to contain the purchase order number, contract number, quantity, unit description, quote number (if applicable) and price. Any deviation from this requirement may be grounds for termination of the contract. The payment terms of the District are net 30 days after receipt and acceptance of item(s). Vendor may be requested to provide electronic submission of invoices in a format to be determined by the District.

17. CREDIT CARDS (GENERAL): Some orders may be placed utilizing a district issued credit card as the form of payment. . These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours) and eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number or as per any future district requirements as may be promulgated. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery.

18. LOCAL BUSINESS TAX RECEIPT: Any person, firm, corporation or joint venture, with a business location 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 at 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.

19. INSURANCE REQUIREMENTS: Successful bidder(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful bidder(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the bidder(s) not being recommended for the bid award.

20. STATE SALES TAX: The School Board of Miami-Dade County, Florida is tax exempt from any taxes imposed by the State and/or Federal Government. State sales tax shall not be applied to any item(s) purchased against this bid, including items that are picked up or purchased with The School Board of Miami-Dade County, Florida's credit cards.

SPECIAL CONDITIONS (CONTINUED)

21. BUDGETARY RESTRICTIONS: Funding to the District from the State has been significantly reduced. It is important that bidders understand the District's budgetary restrictions when offers are submitted. To fulfill our fiduciary responsibilities, we are hereby requesting that all pricing submitted be as competitive as possible so that we may return maximum value to our constituents. By signing this bid document, the bidder is acknowledging that the District's current or future budgetary shortfalls may materially impact long-term completion of the District's obligations under this contract and/or may materially impact the District's ability to renew the contract for subsequent terms.

22. MATERIALS SAFETY DATA SHEET: Bidders are requested to submit material safety data sheet(s) with their bid for applicable items. Items will not be recommended for award until Procurement Management Services have received these documents.

23. VENDOR INFORMATION SHEET: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, The School Board of Miami-Dade County, Florida requires that the vendor(s) have a current vendor's 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.

24. CHARTER SCHOOLS: Items awarded under this contract shall be made available to Charter Schools approved by The School Board of Miami-Dade County, Florida is not responsible or liable for any purchases that may be made by Charter Schools.

25. BIDDERS RESPONSIBILITY: Each bidder(s) shall carefully examine the Instructions to Bidders, Specifications, Special Conditions as listed, and the list of schools/departments to be served. It shall be the responsibility of the bidder to be fully informed as to the bid details and the number and wide spread locations of schools. This will be of vital importance to assure the required scheduled deliveries.

26. BID ADDENDUMS OR QUESTIONS AND ANSWERS: All bidders should monitor continuously, The School Board of Miami-Dade County, Florida, Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information: http://procurement.dadeschools.net/ (THEN CLICK ON THE BLUE BAR) Good & Services Bids and Contracts (THEN CLICK ON THE YELLOW BAR) New Bids and RFP's.

SPECIAL CONDITIONS (CONTINUED)

27. BID SUBMITTALS: Bidders are requested to submit one (1) original (clearly marked) of their bid. Bidders are requested to submit, with their bid package, all information requested herein. Bidders are required to submit, with the bid package, or within five (5) days of request, all information requested herein. Failure to submit the following documentation may result in the bid not to be considered for award. Bids will be accepted until the time and date indicated on the Bidders Qualification Form. Requested information includes, but is not limited to:

a. Bidder Qualification Form
b. Bid Proposal Form (Format B) (pricing page)
c. Vendor Information Sheet
d. Disclosure of Employment of Former School Board Employees
e. Local Business Tax Receipt (formerly Occupational License)
f. Valid e-mail address for SAP system communications (i.e. PO's)
g. A "screen print" of your Florida Corporation record from the Department of Business and Professional Regulations (DBPR), if a registered Florida Corporation (www.sunbiz.org)
h. Vendor application if you are not a current vendor of The School Board of Miami-Dade County, Florida. Please download the application from http://procurement.dadeschools.net/

28. ERASURES OR CORRECTIONS: Bidders are required to use a typewriter or complete the bid proposal in ink when filling out the Bid Proposal Form. Bids for individual items that do not comply with items 1, 2, 3 and 4 will be considered non-responsive for that item(s).

1. Use of pencil is prohibited.
2. Use of correction fluid or tape is prohibited.
3. Use of Erasures is prohibited.
4. All changes must be crossed and initialed in ink.

Bids that do not comply with items I, 2, 3, and 4, (Special Condition #28) above, will be considered non-responsive for that item(s) or group(s) of items and will be deemed ineligible for award.

SPECIAL CONDITIONS (CONTINUED)

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

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 268B
Miami, Florida 33132
Fax# 305-995-1448
E-Mail: martinez@dadeschools.net

cc: Claudette VanWhervin, Buyer
Procurement Management Services
Miami-Dade County Public Schools
Fax #305-523-4988
E-Mail: cvanwhervin@dadeschools.net

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID SHALL BE ONE BUSINESS WEEK (FIVE (5) WORKING DAYS) PRIOR TO THE BID OPENING DATE.

CONSIDERED
M1-1/00

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# 061-NN06**

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Vendor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Vendor or other persons employed or utilized by the Vendor in the performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct or other persons employed or utilized by the Vendor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor to furnish the greatest amount of indemnification allowed under Florida Law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Vendor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND

The Vendor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Vendor's performance under this Agreement.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

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1. Commercial General Liability Insurance in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

(a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

(b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

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The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Muriel Saenz at 305-995-713

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BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:	NAME OF BIDDER:
Bid #061 -NN06	
Title: Plastic Can Liners	
Buyer: Claudette VanWhervin	

ITEM	MDCPS #	DESCRIPTION OF ITEM	EST. QUANTITY (I YEAR)	PRICE PER UNIT	EXTENDED PRICE	MANUF. & MODEL #
		IMPORTANT BID NOTES: **INITIAL BID PRICE SHALL BE EFFECTIVE FOR SIX MONTHS FROM DATE OF AWARD.** **A REQUEST FOR QUOTE (RFQ) WILL BE ISSUED TO THE THREE (3) LOW BIDDERS FOR EACH ITEM MEETING SPECIFICATIONS AS NEEDED DURING THE TERM OF THE BID.** **ESTIMATED QUANTITIES ARE FOR A ONE YEAR PERIOD BASED ON PREVIOUS HISTORY.** **HOWEVER, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, IS NOT OBLIGATED TO PURCHASE ANY AMOUNT DURING THE TERM OF THIS CONTRACT.**				
		SAMPLES: **SAMPLES WILL BE REQUIRED FOR TESTING AND EVALUATION AFTER BID OPENING. BIDDERS, WHO ARE BEING CONSIDERED FOR AWARD, WILL BE NOTIFIED IN WRITING BY THE BUYER.** **ALL PRODUCTS PURCHASED AS A RESULT OF THIS SOLICITATION, MUST MEET ALL SPECIFICATION CRITERIA SUCH AS THICKNESS, IMPACT RESISTANCE, ETC.** **THE BIDDER CERTIFIES, BY SIGNING THE BID PROPOSAL FORM, THAT IF AWARDED THIS CONTRACT, THE BIDDER WILL PROVIDE BAGS MEETING ALL SPECIFICATIONS EXACTLY AS LISTED IN THIS BID.** **FAILURE TO DO SO OR ANY UNAUTHORIZED SUBSTITUTION MAY SUBJECT THE BIDDER TO DEFAULT PROCEEDINGS AS OUTLINED IN INSTRUCTIONS TO BIDDERS, SECTION VI - F.** **AFTER AWARD OF BID, RANDOM SHIPMENT SAMPLES WILL BE TESTED FOR COMPLIANCE.** **PRODUCTS NOT MEETING SPECIFICATIONS MAY BE REJECTED, WITH REPLACEMENT OF PRODUCT REQUIRED, AT NO COST TO THE DISTRICT.** **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, WILL NOT BE RESPONSIBLE FOR PAYMENT OF PRODUCTS NOT MEETING SPECIFICATIONS AS DESCRIBED IN THIS SOLICITATION.** **LINERS SHOULD BE FREE FROM PINHOLES, TEARS, CUTS, EXTRANEOUS EMBEDDED MATTER, OILS OR CHEMICALS ON THE SURFACE OF THE BAG, OR OTHER VISUAL DEFECTS THAT MIGHT IMPACT THEIR USEFULNESS.** **HEAT-SEALED SEAMS SHALL BE CONTINUOUS WITH NO SEAL SEPARATIONS AND MUST BE LEAK-PROOF.**				

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:	NAME OF BIDDER:
Bid #061 -NN06	
Title: Plastic Can Liners	
Buyer: Claudette VanWhervin	

1	2000764	**Compactor Bag:** **100% Hexene Alpha Olefin Linear Low Density Polyethylene (LLDPE) bag, minimum dimensions: width = 43.0", length = 47.0", and minimum thickness of 2.0 mil. The bags shall be flat-bottomed or star -seamed and all seams shall be as strong as the rest of the bag. Alternatively, bags could contain up to 10% post-consumer recycled content.** **Manufacturer or Vendor must submit notarized, legally-binded documents stating that the bags comply with EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners (minimum 10% post-consumer recycled content).** **Bags could be in any color with exception of red or white and shall be packed 50 bags per case, in a cardboard container.** **Each carton should be completely identified to indicate brand and bag size. The School Board of Miami-Dade County, Florida's item number, bid and/or purchase order number, and the vendor's name.** **Bags must pass the following tests: (a) Tensile Strength according to ASTM D 882 with a minimum value of 15 Megapascals (MPa), and(b) pass eight (8) out of ten (10) Impact Resistance Test (Dart Test) per modified ASTM D 1709 test with a 127 grams dart.** ***Minimum order 500 cases***	**2,100**	**$_____** **Per case of 50**	**$_____**	

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid #061 -NN06
Title: Plastic Can Liners
Buyer: Claudette VanWhervin

NAME OF BIDDER:

2	2000685	**Can Liner:** **100% Hexene Alpha Olefin Linear Low Density Polyethylene (LLDPE) bag, minimum dimensions: width = 38.0", length = 58.0", Minimum thickness of 2.0 mil.** **The bags shall be flat-bottomed or star -seamed and all seams shall be as strong as the rest of the bag.** **Alternatively, bags could contain up to 10% post-consumer recycled content.** **Manufacturer or Vendor must submit notarized, legally-binded documents stating that the bags comply with EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners (minimum 10% post-consumer recycled content).** **Bags could be in any color with exception of red or white and shall be packed 50 bags per case.** **Each carton should be completely identified to indicate brand and bag size, The School Board of Miami-Dade County, Florida's item number, bid and/or purchase order number, and the vendor's name.** **Bags must pass the following tests: (a) Tensile Strength according to ASTM D 882 with a minimum value of 15 Megapascals (MPa), and (b) pass eight (8) out of ten (10) Impact Resistance Test (Dart Test) per modified ASTM D 1709 test with a 127 grams dart.** ***Minimum order 500 cases***	**1,300**	**$_____ Per case of 50**	**$_____**	
3	2000764	**Can Liner:** **100% Hexene Alpha Olefin Linear Low Density Polyethylene (LLDPE) bag, minimum dimensions: width = 33.0", length = 38.0", and minimum thickness of 1.5 mil.** **The bags shall be flat-bottomed or star-seamed and all seams shall be as strong as the rest of the bag.** **Alternatively, bags could contain up to 10% post-consumer recycled content.** **Manufacturer or Vendor must submit notarized, legally-binded document stating that the bags comply with EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners (minimum 10% post-consumer recycled content).** **Bags could be in any color with exception of red or white and shall be packaged in cartons of 250 bags per case.** **Each carton should be completely identified to indicate brand and bag size, The School Board of Miami-Dade County, Florida's item number, bid and/or purchase order number, and the vendor's name.** **Bags must pass the following tests: (a) Tensile Strength according to ASTM D 882 with a minimum value of 7.5 Megapascals (MPa), and(b) pass eight (8) out of ten (10) Impact Resistance Test (Dart Test) per modified ASTM D 1709 test with a 97 grams dart.** ***Minimum order 1,680 cases or one truckload.***	**8,100**	**$_____ Per case of 250**	**$_____**	

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid #061 -NN06
Title: Plastic Can Liners
Buyer: Claudette VanWhervin

NAME OF BIDDER:

4	**2000738**	**Can Liner:** **100% Hexene Alpha Olefin Linear Low Density Polyethylene (LLDPE) bag, minimum dimensions: width = 40" , length = 48", and minimum thickness of 1.5 mil.** **The bags shall be flat-bottomed or star -seamed and all seams shall be as strong as the rest of the bag.** **Alternatively, bags could contain up to 10% post-consumer recycled content.** **Manufacturer or Vendor must submit notarized,legally-binded documents stating that the bags comply with EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners (minimum 10% post-consumer recycled content).** **Bags could be in any color with exception of red or white and shall be packed in 100 bags per case.** **Each carton should be completely identified to indicate the brand and bag size, The School Board of Miami-Dade County, Florida's item number, bid and/or purchase order number, and the vendor's name.** **Bags must pass the following tests: (a) Tensile Strength according to ASTM D 882 with a minimum value of 7.5 Megapascals (MPa), and (b) pass eight (8) out of ten (10) Impact Resistance Test (Dart Test) per modified ASTM D 1709 test with a 97 grams dart.** ***Minimum order 2,000 cases or full truckload***	**31,300**	**$_____** **Per case of 100**		
5	**2000743**	**Can Liner:** **100% Hexene Alpha Olefin Linear Low Density Polyethylene (LLDPE), leak-proof bag, 7 to 10-gallon capacity, minimum trash can dimensions = 23"x 24" and minimum thickness of 10 micron.** **Alternatively, bags could contain up to 10% post-consumer recycled content.** **Manufacturer or Vendor must submit notarized, legally-binded documents stating that the bags comply with EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners (minimum 10% post-consumer recycled content).** **Bags should be star bottom sealed.** **Bags could be in any color with exception of red or white and should be packed 1000 per case (roll, perforated).** **Each carton should be completely identified to indicate brand and bag size, the School Board of miami-Dade County, Florida's item number, bid and/or purchase order number, and the vendor's name.** **Bags must pass eight (8) out of ten (10) Impact Resistance Test (Dart Test) per modified ASTM D 1709 test with a 37 grams dart.** ***Minimum order: 1,500 cases***	**5,600**	**$_____** **Per case of 1000**	**$_____**	