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

COMPLETE USING TYPEWRITER OR BALL-POINT PEN ONLY. 1450 Northeast Second Avenue Mismi, Florida 33132



Direct all inquiries to the Bureau of Procurement and Materials Management.

BUYER NAMED:

D. Denson

PHONE: (305) 995-2673 TDD PHONE (305) 995-2400

# **BIDDER QUALIFICATION FORM**

BID NO	o. 074-CC08 BID TITLE Paper: La	ser Printer	
BIDS 1	WILL BE ACCEPTED UNTIL 2:00 P.M.	ON 3/25/03	IN ROOM 351,
SCHO	OL BOARD ADMINISTRATION BUILDING, 1	450 NE 2ND AVENUE, MIAMI, FL. 33132, A	T WHICH TIME THEY WILL BE
PUBLK	CLY OPENED. BIDS MAY NOT BE WITHDR	WN FOR 120 DAYS AFTER OPENING.	(REFER TO INSTRUCTIONS TO
	IRS, para.(V.B.)		
THE 8	BUBMISSION OF THE BID BY THE VENDO	R. ACCEPTANCE AND AWARD OF THE BID	BY THE SCHOOL BOARD OF
		EQUENT PURCHASE ORDERS ISSUED AGA	
		RACT. UNLESS OTHERWISE STIPULATED I	
OTHE	R CONTRACT DOCUMENTS SHALL BE ISSU	D.	
L' A.	BIDDER CERTIFICATION AND IDENTIFICAT	ON. (SEE INSTRUCTIONS TO BIDDERS, para. I	. A.2.)
	submitting a bid for the same materials, su	understanding, agreement, or connection with a oplies, or equipment, and is in all respects fair a and I certify that I am authorized to sign this bid	and without collusion or fraud.
В.	Vendor certifies that it satisfies all necess Miami-Dade County, Florida.	ary legal requirements as an entity to do busi	ness with the School Board of
Ħ.	INDEMNIFICATION	·	
	loss, damage, injury, liability, cost or exp attorney's fees and court costs arising ou arising out of or incidental to the performa- behalf of the Bidder, whether or not due	and defend the indemnitees (as hereinafter defi- ense of whatsoever kind or nature including, it of bodily injury to persons including death, once of this Contract (including goods and service or caused in part by the negligence or other pility of the indemnitee. The following shall be on and its members, officers and employees.	but not by way of limitation, or damage to tangible property ices provided thereto) by or on r culpability of the indemnitee.
W.	PERFORMANCE SECURITY. Refer to INSTE	UCTIONS TO BIDDERS, para I.A.1., and VI., an	d check (x) below:
	WHEN PERFORMANCE SECURITY IS REQU		
	Performance Bond	Check (Cashier's, Certified, or Equal	
	PLE	SE TYPE OR PRINT BELOW	
	LEGAL NAME OF VENDOR :		
	MAILING ADDRESS : _		
	CITY, STATE, ZIP CODE :		
	TELEPHONE NUMBER :	FAX	
	BY: SIGNATURE (ORIGINAL) : OF AUTHORIZED REPRESENTATIVE	DATE	
	MAME (TYPED) :	TITLE	

### **INSTRUCTIONS TO BIDDERS**

#### PREPARING OF BIDS

- A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.
- 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.
- BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non responsive.
- B. INSTRUCTIONS TO BIDDERS define conditions of the bid.
- 1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:
  - A. Specifications
  - B. Special Conditions
  - C. Instructions To Bidders
- 2. FOR MWBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the MWBE 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 its name in the appropriate space on each page.
- 1. ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph IX: Packaging.
- 2. PROTEST OF SPECIFICATIONS. Any notice of protest of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. Failure to file a timely notice of protest shall constitute a waiver of proceedings.
- 3. PRICES. Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.
- 4. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board owned real property as defined in Chapter 192 of the Florida Statutes.

# II. SUBMITTING OF BIDS

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

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

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

- C. PLACE, DATE AND HOUR. Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.
- D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times may result in your company being removed from the School Board's bid list.
- F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management.

# III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

- A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Associate Superintendent, Bureau of Procurement and Materials Management, determines in writing that such action is in the best interest of the Board for reasons including, but not limited to:
- 1. The Board no longer requires the supplies, services, or construction;
- 2. The Board no longer can reasonably expect to fund the procurement,
- A review of a valid protest filed by a bidder as may be determined by the administrative staff;
- Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
- B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail and bids or proposals returned to the vendor unopened.
- C. The notice of cancellation shall:
  - 1. Identify the solicitation;
  - 2. Briefly explain the reason for cancellation; and

3 Where appropriate explain that an opportunity will be given to compete on any resolicitation on any future procurements of similar supplies, services or construction.

#### IV. CHANGE OR WITHDRAWAL OF BIDS

- A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw their bid they shall do so in writing. This communication is to be received by the Executive Director. Division of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.
- B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn for 90 days after the determined opening date unless otherwise specified on the "BIDDER QUALIFICATION FORM."
- C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by the School Board of Miami- Dade County, Florida, indicate that they are unable to accept the bid award shall either:
- 1. Pay to the Board, as liquidated damages an amount equal to 5% of the unit price bid times the quantity, or \$10, whichever amount is larger, or
- Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

#### V. AWARDS

- A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request re-bids. 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.
- 8. AWARD RECOMMENDATION. Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375 each Friday to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protest no later than 48 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest will be reviewed by Staff. Staff will offer the protesting bidder the opportunity for a meeting to discuss the protest. If the bidder is not satisfied with the response to the protest, he/she may request to address the School Board. Atternatively, bidders may invoke the provisions of §120.569, Fia. Stat. Petitions for hearings on protests pursuant to §120.569, Fia. Stat., must be filed in accordance with School Board Rule 6Gx13\_8C\_1.064. Protests filed later than the date specified herein are deemed waived. This provision supersedes and governs over any conflicting provision in this document.

- C. OFFICIAL AWARD DATE. Awards become official when made unless otherwise specified in the award recommendation.
- D. PURCHASE ORDERS. Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered in default of the contract and subject to the default provisions stated in instructions to Bidders, Section V. E.
- E. DEFAULT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who falls to pay the liquidated damages within 15 days after it is involved shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are

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

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

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

# VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

## 1. Awards Greater than \$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 VI.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

- C. AMOUNT. When required as defined therein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami- Dade County, Florida a Performance Bond, Cashier's/Certified Check, or equal.
- 1. Awards less than \$200,000 shall be exempt from performance security.
- 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 arrount.
- D. RELFASE OF PERFORMANCE SECURITY. Return to the Awardee of their cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.
- VII. SAMPLES. When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures.
  - A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.
  - B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

Revised April 1999

- C. Bidder must obtain, from Materials Control 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 CONTROL TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: (305) 995-3290

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

- E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.
- F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.
- G. EVALUATION AND TEST RESULTS. Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact the Materials Control Testing and Evaluation for further details.
- VIII. SUBSTITUTIONS. Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through the Bureau of Procurement and Materials Management, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

## DC. PACKAGING

- A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.
- 8. CONTAINER IDENTIFICATION. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:
- 1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
- 2. VENDOR'S NAME AND/OR TRADEMARK
- 3. NAME(S) OF ITEM(S) CONTAINED
- 4. ITEM NUMBER(S) WITH QUANTITY(IES)
- X. PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to re-bid any or all of these items.
- XI. RECYCLING REQUIREMENTS. Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its peckaging contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

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

#### XIII. 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:
- Purchase Order Number
- 2. Item Descriptions
- 3. Quantities and Units

- 4. Price Extensions
- 5. Total Price of all items on the invoice
- D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder.
- XIV. NO GRATUITY POLICY. It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.
- XV. COMPLIANCE WITH FEDERAL REGULATIONS.
  - A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) 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 its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board), or subgrantee makes final payment

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

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

THE SUMPLE BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

# **Vendor Information Sheet**



1A			2. Telephone/Fax/Contact Person
	Federal Employer Identification	Number	()
Or			Telephone number
	Owner's Social Security Nu	mber	()
1B			Fax number
Name of Firm	n, Individual(s), Partners or Corp	oration	
	Street Address		Contact Person
City	State	Zip Code	

# 3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. Post Office addresses are not acceptable.

Name	Title	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: <a href="decapa:

MIAMI-DADE COUNTY PUBLIC SCHOOLS						
BID PROPOSAL FORM (FORM)	AT A) TO: THE SCHOOL E	TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA				
BID	BUYER	PAGE				
074-CC08	D. Denson	SC 1				
TITLE		001				
	Paper: Laser Printer					

# **SPECIAL CONDITIONS**

- 1. PURPOSE: The purpose of this bid is to establish a contract, at a firm unit price, for the purchase of estimated requirements, for the items listed. The term of the bid shall be for 18 months from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be extended for two (2) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement and Materials Management, may, if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
- 2. ESTIMATED QUANTITIES: The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.
- 3. **EQUAL PRODUCTS:** The use of a manufacturer's brand name and model number are used in this specifications for the purpose of establishing a minimum acceptable require level of quality, standards of performance and design required for the item. For all items an equal product maybe bid. In addition, samples of the products bid as equal may be required for evaluation. When requested, the bidder shall submit the samples at **no cost** to M-DCPS within ten (10) working days after notification to the address specified on the request. Failure to submit the samples within the specified period of time shall be cause for considering the bidder non-responsive and ineligible for award.
- 4. **DELIVERIES:** Delivery shall be made as soon as possible, but not later than <u>45</u> days after receipt of the purchase order.

DELIVER TO:
The School Board of Miami-Dade County, Florida
Stores and Mail Distribution
7001 SW 4th Street

Miami, FL 33144

BID PROPOSAL FORM (FORMAT A)  TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA					
BID 074-CC08	BUYER D. Denson	PAGE SC 2			
TITLE	Paper: Laser Printer	1 002			

## **SPECIAL CONDITIONS**

- 5. **Damaged Goods:** Awardees shall be responsible for filing, processing and collecting all damage claims against the shipper. The awardee shall also be responsible for effecting an immediate replacement shipment of damaged materials.
- 6. **AWARD:** Award of this contract may be made to the **two (2)** lowest responsive and responsible bidders, who bid all items and who offer the lowest price. If the low awardee cannot perform under the terms and condition of the contract, the second awardee will be contacted. The Board reserves the right to reject any and all bids for excessive prices.
- 7. PRICING: Prices offered shall be firm against any increase for a period of 6 months from the effective date of the contract. Upon completion of this initial period, if the vendor has received, or receives during the balance of the contract, an increase in prices from the mill, the vendor may request in writing, an increase not exceed 5% of the initial contract price. This request may cover all or part of the items on the contract. A certified letter from the mill showing price increase(s) must accompany the request. Requested increase(s), if acceptable to Miami-Dade County Public Schools, will apply to the wholesale cost from the mill and will be general throughout the paper industry, and not confined to the mill supplying the contract paper.
- 8. **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 **procurement.dadeschools.net**
- 9. 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 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 current license. Non-compliance with this condition may cause the bid not be considered for award.
- 10. **ERASURES AND CORRECTIONS:** When filling out the Bid Proposal Form, bidders are requested to use a typewriter or complete bid proposal in ink.
  - 1. Use of pencil is prohibited.

BID PROPOSAL FORM (FORMAT A) TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORID				
BID	BUYER	PAGE		
074-CC08	D. Denson	SC 3		
TITLE				
Paper: Laser Printer				

MIAMILDADE COUNTY DUBLIC SCHOOLS

- 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 no comply with items 1, 2, and 3 above will be considered non-responsive for that item(s) and ineligible for award.

The School Board of Miami-Dade County, Florida Bid #011-BB09 Paper, Laser Printer

**BID PROPOSAL FORM (FORMAT B)** Type or print in this box the PLEASE COMPLETE complete name of the bidder: **ALL SHADED AREAS** Bid #074-CC08 NAME OF BIDDER: Title: Paper: Laser Printer Buyer: D. Denson **ESTIMATED** MANUFACTURER & ITEM MDCPS # **DESCRIPTION OF ITEM** QUANTITY UNIT PRICE PER UNIT MODEL NUMBER 3000 Sheets 25,900 1 720-0064 Paper for laser printer, unruled. Mill: Cartons Per Carton Guaranteed to run on a OCE 2240 and IBM Infoprint 4000 laser printer per manufacturer specifications. (Refer to the Electronic Printing Systems manual for OCE 2240 Model 4 laser printer for detailed paper specifications. For IBM Infoprint 4000, refer to IBM Paper Weight: website at: http://publib.boulder.ibm.com/pubs/pdfs/prsys/544 39217.pdf) General Specifications: Paper to be continous pin fed with no perforations. Dimensions to be 12" W  $\chi$ 8 1/2" H. Paper to be Minimum 18 pound bulk bond stock. Carton height Approximately 11.4" with lid tops. Packaging to be 3000 continuous sheets per carton without breaks. Vendor must replace cartons with breaks at no cost to M-DCPS. Paper to be shipped 48 cartons to a pallet, shrink wrapped and stacked 3 high. Sample to be provided, if requested, per special condition #4. Four sample cartons to be performance tested if vendor changes to a mill source that has not been tested and accepted. Williamhouse Mill or equal. Minimum Order: 960 cartons or full truckload. Indicate number of calendar days required for delivery after receipt of purchase order:\_\_\_\_\_days.