



Direct all inquiries to Procurement Management Services.  
BUYER NAME: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
PHONE: (305) \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
TDD PHONE: (305) 995-2400

**BIDDER QUALIFICATION FORM**

**BID NO.** \_\_\_\_\_

**BID TITLE** \_\_\_\_\_

Bids will be accepted until 2:00 PM on \_\_\_\_\_ 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 Bids may not be withdrawn for \_\_\_\_\_ days after opening.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 Rule 6Gx13-3F-1.025)
- 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)

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 Rule 6Gx13- 3F-1.025, 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

# INSTRUCTIONS TO BIDDERS

## NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

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

### I. PREPARATION OF BIDS

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

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

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

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

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

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

### II. SUBMITTING OF BIDS

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

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

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

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

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

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

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

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

### III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

The notice of cancellation shall:

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

**IV. CHANGE OR WITHDRAWAL OF BIDS**

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

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

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

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

**V. PROTESTS TO CONTRACT SOLICITATION OR AWARD**

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

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

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

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

**VI. AWARDS**

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

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

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

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

**D. TERMINATION FOR CONVENIENCE**

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

**E. PURCHASE ORDERS** 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 has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. 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 Rule 6Gx13- 3F-1.023.

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

**VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)**

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

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

**1. Awards Greater than \$500,000**

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

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

**2. Awards of \$500,000 or Less**

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

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

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

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

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

## VIII. SAMPLES

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

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

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

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

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

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

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

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

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

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

## IX. SUBSTITUTIONS

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

## X. PACKAGING

**A.** If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that

materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

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

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) Of Item(S) Contained
4. Item Number(S) With Quantity(ies)

## XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

## XII. RECYCLING REQUIREMENTS

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

## XIII. ENVIRONMENTAL PRODUCTS

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

## XIV. DELIVERY AND BILLING

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

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

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

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

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

## 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 Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 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 statutes, 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 Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 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 grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section 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 Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

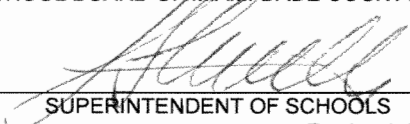
## XXII. PUBLIC RECORDS LAW

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

## 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.

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. 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33132

BID NO.: \_\_\_\_\_  
BID TITLE: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_

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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 \_\_\_\_\_

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



# Vendor Information Sheet



**1A.** \_\_\_\_\_  
Federal Employer Identification Number

Or \_\_\_\_\_  
Owner's Social Security Number

**1B.** \_\_\_\_\_  
Name of Firm, Individual(s), Partners or Corporation

\_\_\_\_\_ Street Address

\_\_\_\_\_ City State Zip Code

## 2. Telephone/Fax/Contact Person

\_\_\_\_\_ Telephone number

\_\_\_\_\_ Fax number

\_\_\_\_\_ Contact Person

\_\_\_\_\_ E-mail address

## 3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

## MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 081-JJ09	BUYER O. Houser, CPPB	PAGE SC 1
TITLE Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)		

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid is to establish a pool of pre-approved distributors and manufacturers, to purchase **Maintenance and Repair Operations (MRO)** materials, equipment, supplies, parts, and tools, in conjunction with Miami-Dade County Public Schools (M-DCPS) needs, on an as needed basis, for a vast-range of MRO items utilized to support Maintenance Operations, and to replenish Maintenance Materials Management (MMM) and Stores and Mail Distribution (S&MD) inventory warehouses. The term of the bid shall be two (2) years from date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the successful bidder(s), be extended for three (3) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. Procurement Management Services, may, if considering extending, request a letter of intent to extend from the successful bidder(s), prior to the end of the current contract period. In addition, Procurement Management Services, reserves the right to not extend the contract of poorly performing awardees. The successful bidder(s) agrees to this condition by signing its bid.
2. **TYPES OF COMMODITIES:** This is a solicitation for distributors and manufacturers who stock and provide Industrial and Maintenance Repair and Operations (MRO) materials, equipment, supplies, parts, and tools to support general maintenance, in the following areas: Electrical supplies and equipment, electronic supplies and equipment, plumbing, building/construction material, fasteners, material handling, door hardware, welding gases/equipment/supplies, signage (non-marquee signs), steel and metal products, ceiling tiles and supplies, floor tiles and supplies, carpet and carpet supplies, safety products, glass, plastic laminates, glazing sheets, roofing supplies, roof siding, privacy lattice, flags and flag poles, general purpose batteries, caulking, wood paneling, ladders, lumber, pumps and motors, hurricane/disaster supplies and equipment, tools/equipment rentals, and other MRO items required to support the operations of M-DCPS Maintenance Operations department, (MMM) and (S&MD) warehouses, and school sites/industrial instructional programs.
3. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by Fax or E-mail to:

Ms. Oretha Houser, CPPB, Buyer  
 Procurement Management  
 Fax No. 305-523-2217  
 E-mail: [ohouser@dadeschools.net](mailto:ohouser@dadeschools.net)

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 081-JJ09	BUYER O. Houser, CPPB	PAGE SC 2
TITLE Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)		

**SPECIAL CONDITIONS (CONTINUED)**

4. **PRE-BID CONFERENCE:** A non-mandatory pre-bid conference will be held on **Tuesday, August 25, 2009**, at **10:00 a.m.**, in the School Board Administration Building **Auditorium, 1450 N.E. 2<sup>nd</sup> Avenue, Miami, FL 33132**. All interested vendors are encouraged to attend, because a publicly advertised pre-bid conference allows vendors the opportunity to discuss any discrepancies or omissions in the bid documents; which may result in a bid addendum, and to ask any questions regarding the scope of this solicitation, while the bid is under the Cone of Silence. (See Special Conditions 3.).
5. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows: <http://procurement.dadeschools.net/>
6. **AWARD:** An award will be made to all responsive, responsible bidders who meet the qualifications as stated in Special Condition 6. 1., a. through h.
  1. Qualifications:
    - a. Provide a Local Business Tax Receipt. (See Special Condition 24.)
    - b. Have been in business as a distributor with stock, for a minimum of three years.
    - c. Have a commercial/industrial; non-residential business location where MRO inventory is stocked.
    - d. Accept credit cards and/or purchase orders.
    - e. Can make delivery to multiple locations.
    - f. Equipped with a dedicated facsimile (FAX) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations.
    - g. Facility is staffed by representative's who can be contacted Monday thru Friday, from 8:00 a.m. to 4:30 p.m. for quotations.
    - h. Provide three (3) current letters of reference, consisting of existing customers.

M-DCPS reserves the right to inspect bidder's location, and reject any bid which does not comply with this condition.

2. Expanding Pool of Suppliers:

- a. Additional bidders may be solicited on the anniversary of each extension period, in order to expand the pool of eligible providers. Subject to approval, additional vendors' qualifications will be evaluated and approved in accordance with the initial terms of bid proposal and specifications, and added to the pool as they become vendors.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 081-JJ09	BUYER O. Houser, CPPB	PAGE SC 3
TITLE Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)		

**SPECIAL CONDITIONS (CONTINUED)**

7. **SUBCONTRACTING:** The successful Bidder(s) shall not subcontract any portion of the work without the prior written consent of M-DCPS. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of M-DCPS may result in termination of the contract for default.

8. **PURCHASES LESS THAN THE QUOTATION THRESHOLD:** No quotes are required for purchases less than the quotation threshold. These small dollars and/or non-routine purchases may be placed based upon the availability of materials and geographic location of the vendor. In the best interest of M-DCPS, for items either delivered by the vendor or picked-up from the vendor by authorized M-DCPS personnel, the availability of the material, geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award to an awardee, when it is determined by M-DCPS authorized personnel that a project is time sensitive to meet pre-established deadlines or it is an emergency situation. However, M-DCPS may frequently spot quote low value items, and/or group like-kind small value commodities to be issued via the Request for Quotation process subsequent to the collection of historical usage data. (See Special Condition 9.).

Failure to notify Procurement Management Services of price changes prior to shipping and/or receipt into inventory or use by the department shall result in the rejection of a price increase and denial of payment for any amount greater than the purchase order amount.

9. **PURCHASES GREATER THAN THE QUOTATION THRESHOLD:** Subsequent to the award of this bid to a pool of bidder's, awardees will be in a position to COMPETITIVELY COMPETE for the School Board's business, via a written Request for Quotations (RFQ) process, which solicits proposals for estimated requirements that exceeds the quotation and bid thresholds. Proposals estimated to reach the current bid threshold, shall be solicited by a "sealed proposal" method. See **(ATTACHEMENT A) sample (RFQ) document**. The District's monthly, quarterly, bi-annual or annual requirements will be solicited, to establish firm-fixed price agreements, which will include item and packaging specifications. When bid/quote samples are required, the buyer will notify bidder(s) to submit samples of the items bid in accordance with Instructions To Bidders VIII, A. through G. or as instructed on individual Request for Quotations. Vendors who offer the lowest fixed price(s) as outlined in a RFQ, and otherwise comply with specifications, shall receive an award for the specific RFQ.

The (RFQ) awarded vendors will be placed on the list of awarded vendors published and promulgated to schools and departments, until the expiration date of the (RFQ).

Prices quoted against (RFQ'S) shall remain firm throughout the term stated on the Request for Quotation (RFQ). Shipping shall be F.O.B. destination, and freight is pre-paid and allowed. All freight costs and fuel surcharges the vendors wish to impose, shall be added to the price of the product, and shall not be billed as a separate line item on the invoice.

Non-compliance with all pricing agreements and/or non-and consistent poor delivery performance shall subject the vendor to default and/or non-extension of contract. M-DCPS reserves the right to terminate any (RFQ) prior to the expiration date, to expeditiously adapt to market, industries or manufacturer's conditions that adversely affect prices originally quoted, and request new quotations from the pool of awardees.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 081-JJ09	BUYER O. Houser, CPPB	PAGE SC 4
TITLE Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)		

**SPECIAL CONDITIONS (CONTINUED)**

10. **NOTICE OF AGENCY DECISION:** A "Notice of Agency Decision" will be published on Procurement Management Services website, for all Request for Quotations that exceed the current "Invitation to Bid value threshold".
  
11. **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 request for pricing and availability, making required corrections, adhering to lead times, resolving problems or issues, delivering products by the purchase order due date, and issuing Return Authorization (RA) tickets/invoices within five (5) days from the date a return is requested. To reduce delivery lead-time and respond to emergency purchases, vendors awarded items solicited via a firm-fixed RFQ, should routinely collaborate with inventory warehouse managers to determine the volume that should be stocked by the distributor, for MRO items that has a proven track record of having a constant high-usage rate, but at no additional cost to the Board, and no guarantee of purchase. Vendor's invoice(s) submitted to Accounts Payable or the requesting location if purchase with a credit card, should match the purchase/credit card order received and/or revised.
  
12. **DELIVERY:** The complete order, including backorders, must be delivered in accordance with the schedule listed below, after receipt and acknowledgement of purchase/credit card order. All deliveries shall be made in accordance with good commercial practice and/or within the time frames listed below or as instructed on individual purchase orders, to schools and departments. If a delivery cannot be made within the time frames listed below or as instructed on individual purchase orders, it is the responsibility of the vendor to contact the originating department, and advise them of the reason for the delay, and provide a new delivery date. **Once the delivery status of an order becomes over due, M-DCPS reserves the right to cancel the order without notice to the vendor.**
  - 5 business days:** Vendors in South Florida Tri-County area: Miami-Dade County, Broward County, and Palm Beach County.
  - 10 business days:** Vendors out of Tri-County area.
  - 30 business days:** Direct Manufacturer orders or orders with long lead-times, and/or custom orders.

**Emergency Orders:** Some orders may require same day or next day delivery/pick-up. Awardee(s) must have the capability to respond to these types of orders, at no additional cost to M-DCPS, if an item has been awarded to awardee(s) through a competitive RFQ solicitation. (See Special Condition 11.). Those items that do not have established firm-fixed pricing, shall be subject to price negotiations and/or procured from the supplier who has the materials available, and is in close proximity to the job site where materials will be used. Certain M-DCPS employees may be authorized in writing to pick-up materials under this contract. Awardee(s) shall require presentation of the written authorization, the employee M-DCPS identification which display's the employee number, and driver's license. The awardee(s) shall maintain a copy of the authorization and identification. If the vendor is in doubt or has concerns about "any" aspect of the material(s) pick-up, vendor shall contact the appropriate user department to confirm the authorization or Procurement Management Services.

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

BID <p style="text-align: center;">081-JJ09</p>	BUYER <p style="text-align: center;">O. Houser, CPPB</p>	PAGE <p style="text-align: right;">SC 5</p>
TITLE <p style="text-align: center;">Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)</p>		

**.SPECIAL CONDITIONS (CONTINUED)**

All vendors must offer inside delivery, (F.O.B. destination) to the various Miami-Dade County Public Schools locations within Miami-Dade County, Florida, and when applicable, orders must be palletized to allow for forklift unloading.

Backorder items should be clearly indicated on the packing list. M-DCPS schools, departments, and centers reserve the right to cancel backorders, and make the purchase with another supplier, once the item(s) delivery status becomes overdue or under emergency circumstances, as determined by the requesting location. Vendors will be notified of unwanted backorders due to emergency requirements, but may be notified if the item pending is past the delivery due date. M-DCPS may not pay for any items cancelled on a vendors purchase order, that are past the delivery due date. If received, M-DCPS will contact the vendor for a Return Authorization (RA), and will not pay any re-stocking charge(s) or custom order charges.

It is the responsibility of the vendor to contact the originating location to verify if the backorder item(s) are still needed, and also to monitor the due date of each purchase order.

13. **PICK UP:** Various schools, departments, and centers may pick up materials, equipment, and supplies from the awardees place of business. Materials, equipment, and supplies that are picked up shall be priced in accordance with Special Conditions 7. and 8.
  
14. **STATE SALES TAX:** State sales tax shall not be applied to any item offered purchased against this bid, including items that are picked up.
  
15. **CREDIT CARD PURCHASES:** Prior to the implementation of M-DCPS Enterprise Resource Planning (ERP) technology application system, some School Board locations will place orders, utilizing a district issued credit card as the form of payment. These orders will be made via phone or fax, and billing shall be made 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 eliminate the need to submit an invoice to M-DCPS Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders. Like purchase orders, receipt of credit card orders must also be acknowledged, by calling back the requesting work location to verify prices and charges, and obtain a credit card number. All orders must be complete, therefore no back orders will be allowed.

Only items shipped/delivered can be charged to the credit card account (i.e., no backorders). All purchase deliveries must include a packing list 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 list or receipt/invoice submitted as part of the purchase delivery. The district's work locations may request a vendor to maintain a secure record of their credit card account that can be used by assigning an alias or password, to avoid divulging the actual credit card number when purchase are made.

Subsequent to the implementation of M-DCPS Enterprise Resource Planning (ERP) technology application system, this Special Condition may no longer apply to some School Board locations and inventory warehouses for stock replenishing.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 081-JJ09	BUYER O. Houser, CPPB	PAGE SC 6
TITLE Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)		

**SPECIAL CONDITIONS (CONTINUED)**

16. **REBATES AND SPECIAL PROMOTIONS:** The successful bidders shall pass to M-DCPS, all rebates and special promotions offered by manufacturers during the term of the contract. It shall be the responsibility of the vendor to notify the district of such rebates and/or special promotions during the contract period. The new price(s) charged for rebate and promotional item(s) must be lower than prices available through the contract. It is understood that rebates and special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.
17. **EXEMPTIONS FROM THIS BID:** Purchases may not include items available at lower prices on other M-DCPS bids, State of Florida contracts, and/or other state, local and political subdivision governmental contracts. M-DCPS reserves the right to bid or quote any item(s) it deems to be in the best interest of the Board, in an effort to reduce costs.
18. **COMPANY REPRESENTATIVE:** Bidders must indicate in the space provided on the "Bid Proposal Form", the name, address, and telephone number(s) of the representative who would be available upon request to resolve issues, conflicts, and discrepancies; including, but not limited to Special Condition 7. and 8. Company representative should make scheduled visits to schools and departments.
19. **RESTOCKING:** M-DCPS will not pay a restocking charge for items returned in new, unused and unopened condition, within thirty (30) days after time of delivery or pick up, and in accordance with Special Condition 11.
20. **PACKING LISTS:** It will be the responsibility of the awardees to attach all packing lists to the outside of each shipment. For security reasons, the credit card numbers cannot be attached to the packing list or receipt/invoice submitted as part of the delivery. Packing lists must reference the Purchase Order Number. Failure to attach a packing list to the outside of the shipment may result in the refusal of the shipment.
21. **SUBMITTAL OF INVOICES:** All awardees are hereby notified that any invoices submitted must be in the same format as the purchase order contract. Each invoiced item line number, item description, quantity, unit cost, total cost, etc., must reference; in order, the corresponding single line shown on the purchase order. Vendors shall not commingle different purchase orders information in the same invoice when billing. Invoices for purchase orders issued by Procurement Management Services shall be invoiced to the Accounts Payable Section, School Board of Miami-Dade County, Florida, P.O. Box 01-2570, Miami, Florida 33101. Invoices must show the purchase order number and the entire "ship to" address, exactly as it is shown on the purchase order.  
  
Invoices that do not follow the same sequence, as shown on the purchase order, may be returned for correction, by the Accounts Payable Department. Continual submittal of incorrect invoices shall be cause for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with business with the Board for a period of fourteen (14) months from the date of termination by the Board.
22. **MATERIAL SAFETY DATA SHEET:** As per Florida Statutes, Chapter 442, Material Safety Data Sheets (MSDS) are required for some products that will be purchased against this contract. Bidders are requested to submit material safety data sheet(s) within five (5) days of request. Failure to supply a MSDS in the allotted time, may subject the vendor to default.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 081-JJ09	BUYER O. Houser, CPPB	PAGE SC 7
TITLE Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)		

**SPECIAL CONDITIONS (CONTINUED)**

- 23. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.
- 24. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not to be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>.
- 25. **LOCAL BUSINESS TAX RECEIPT:** 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 Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license should be submitted with the Bid. 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 bidder to not to be considered for award.
- 26. **WARRANTY:** All work performed on motors, test equipment, printed circuit boards, generators, etc., shall be warranted for a minimum of six (6) months after final acceptance. All work, material and hardware shall be free from defects, and operationally sound during the entire warranty period. The vendor, at no cost to the Board shall correct all defective material, improper workmanship, and other substandard conditions documented by M-DCPS, within the warranty period. Failure to provide warranty service as defined above, may subject vendor to default.
- 27. **UL/CSA/ETL APPROVAL:** All electrical equipment shall bear the approval symbol or name of Underwriters' Laboratories, Inc., The Canadian Standards Association or ETL Testing Laboratories.
- 28. **TOOLS & EQUIPMENT RENTAL:** Awardees must provide a Certificate of Insurance for tools and/or equipment rentals, prior to delivery to the job site.
- 29. **NEW EQUIPMENT AND PARTS:** This bid shall be for new manufactured equipment and parts only. Equipment or parts labeled "newly manufactured containing used or rebuilt parts", "remanufactured", "rebuilt", "reconditioned", "newly re-manufactured", "used; shopworn", "demonstrator or prototype equipment" or any other label other than "newly manufactured", is not acceptable and will be rejected. Failure to comply with this condition will subject the awardee to default in accordance with Special Condition VI. F.

**THE DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS THREE (3) WORKING DAYS PRIOR TO THE DUE DATE FOR BID SUBMITTALS. THIS WILL ALLOW M-DCPS SUFFICIENT TIME TO ADDRESS ALL INQUIRIES.**



**The School Board of Miami-Dade County, Florida**  
**Bid No. 081-JJ09**  
**Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)**

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid No. <b>081-JJ09</b>
Title: <b>Maintenance and Repair Operations (MRO) Materials, Equipment, and Supplies</b>
Buyer: <b>O. Houser, CPPB</b>

**PLEASE PROVIDE ALL REQUESTED INFORMATION**

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

ITEM	DESCRIPTION OF ITEM		
	<b>Before completing any portion of this bid, each bidder should become completely familiar with all the terms and conditions of the proposal. Each bid shall be completed fully, as indicated.</b>		
<b>Special Condition 6.1.</b>	<b>PRE-QUALIFICATION REQUIREMENTS</b>	<b>Indicate Yes or No</b>	
<b>a.</b>	Have you submitted with your proposal package, a copy of the Local Business Tax Receipt ( <i>formerly Occupational License</i> ) as proof of commercial/industrial office and warehouse location?		
<b>b.</b>	Have you submitted documents showing your company as an established business/distributor with stock, for a minimum of three (3) years?		
<b>c.</b>	Do you have a commercial/industrial; non-residential business location where MRO inventory is stocked?		
<b>d.</b>	Does your company accept credit cards and/or purchase orders?		
<b>e.</b>	Can your company make delivery to multiple locations?		
<b>f.</b>	Is your company equipped with a dedicated facsimile (FAX) machine and e-mail address? Are both sources available twenty-four (24) hours a day, to provide immediate support and expedite quotations?		
<b>g.</b>	Is your facility staffed with representative's who can be contacted for quotations and emergency orders, Monday through Friday, from 8:00 a.m. to 4:30 p.m.?		
<b>h.</b>	Have you submitted with your proposal package, three (3) current letters of reference, consisting of existing customers?		

**The School Board of Miami-Dade County, Florida**  
**Bid No. 081-JJ09**  
**Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)**

	<b>DO YOU HAVE COMMERCIAL TRANSPORTATION TO DELIVER MRO ITEMS TO MULTIPLE LOCATIONS?</b>	Indicate Yes or No Below		
	For emergency related purchases, do you have a facility where MRO products are stocked within the tri-county area: Miami-Dade, Broward, and Palm Beach County?			
	If you answered yes above, please indicate the address of the location:			Location Address:
	<b>Please provide the following information:</b>			
	Company Name:			
	Company Representative (Outside Sales):			
	Company Representative (Inside Sales):			
	Street Address:			
	City, State and Zip Code: <i>(This address must be the bidder's location of record)</i>			
	Phone Number(s):			
	Fax Number:			
	Local/Toll-Free Phone Number:			
	Universal Resource Locator (URL):			
	E-Mail Address: <i>(Request for pricing will be sent to this e-mail address, unless otherwise updated by the awardee)</i>			
Name/Title of Company Owner: <i>(Owner holding the greatest number of company shares)</i>				

**The School Board of Miami-Dade County, Florida**  
**Bid No. 081-JJ09**  
**Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)**

<p><b>What type of MRO commodities does your company distribute, which you deem are suitable for general maintenance and repairs. (M-DCPS reserves the right to reject product types it deem is not suitable for general maintenance and repairs).</b></p>	
<b>Which commodities you wish to receive RFQ's for?</b>	<b>Indicate Yes or No</b>
Is your company able to transmit and receive purchase orders/data electronically, via a computerized system? e.g. (An ERP system)	
Is your company considered a broad line supplier of facilities maintenance products? (e.g. Home Depot, Lowe's, Grainger, MSC Industrial, and McMaster-Carr)	
Building/Construction Materials	
Carpet and Carpet Supplies	
Caulking	
Ceiling Tiles and Supplies	
Disaster/Hurricane Supplies & Equipment	
Door Hardware & Locks	
Electrical Parts and Supplies	
Electronic Parts and Supplies	
Exterior Signage (Non-Marquee or Scoreboards)	
Facilities Maintenance Shop Equipment	
Fasteners	
Flags and Flag Poles	
Floor Tiles and Supplies	
Glass	
Glazing/Acrylic Sheets	
Interior Architectural Signage	
Ladders	
Lumber	
Materials Handling Equipment & Supplies	
Plastic Laminates	
Plumbing Parts and Supplies	
Pumps and Motors	
Roofing Materials, Supplies, and Siding	
Safety Products	
Steel & Metal Products	
Tools & Equipment Rentals	
Tools: Hand and Power	
Water Coolers (Drinking Fountains)	
Welding Gases, Equipment, and Supplies	

**The School Board of Miami-Dade County, Florida**  
**Bid No. 081-JJ09**  
**Maintenance and Repair Operations (MRO) Products (Pre-Qualification of Bidders)**

	<b>Please add other commodities below:</b>	



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
 SCHOOL BOARD ADMINISTRATION BUILDING  
 PROCUREMENT MANAGEMENT SERVICES  
 1450 NORTHEAST SECOND AVENUE, ROOM 352  
 MIAMI, FL 33132

**RFQ**

**(VENDOR INFORMATION PAGE)**

Direct all inquiries to Procurement Management Services:  
 Buyer: Oretha Houser, CPPB, Buyer  
 E-mail Address: [Ohouser@dadeschools.net](mailto:Ohouser@dadeschools.net)  
 Phone: 305-995-2349  
 Fax: 305-523-2217

Term Bid No.: 081-JJ09 – Maintenance and Repair Operations (MRO) Products  
 (Pre-Qualification of Bidders)

Quote No.: 081JJ000  
 Quote Title: Electrical Wiring Devices  
 Due: **Thursday, June 26, 2008, 2:00 P.M.**

**\*\*\* THIS IS A "SAMPLE" REQUEST FOR QUOTATION \*\*\* PLEASE "DO NOT" SUBMIT ANY INFORMATION ON THIS DOCUMENT**

**An original, manual signature is required on the Vendor Information Page.  
 (Vendor 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 \_\_\_\_\_

# VENDOR INSTRUCTIONS

## RFQ NO. 081JJ000 – WIRING DEVICES

1. **SEALED QUOTES DUE BY:** Thursday, 2:00 P.M., on June 26, 2008. A **PRINTED COPY** of the vendor submittal should be delivered along with an electronic copy on CD-Rom or Jump-Drive, to: Oretha Houser, Buyer, Miami-Dade County Public Schools or (M-DCPS), Procurement Management, 1450 N.E. 2 Avenue, Miami, FL 33132, Room 352. **NO FAXED or E-MAILED QUOTATIONS WILL BE ACCEPTED.**
2. **CONE OF SILENCE:** This solicitation is under a Cone of Silence.
3. **TERM:** From date of award, through 06/25/09. Procurement Management Services, may, if considering extending, request a letter of intent to extend from the successful awardee(s), prior to the end of the current RFQ period.
4. **PRICING:** Prices shall be entered on the electronic Excel Spreadsheet. In addition, pricing shall be inclusive of delivery charges. Vendor must enter a price per the Unit of Measure (UOM) shown on the quotation proposal form. **PLEASE READ CAREFULLY EACH ITEM DESCRIPTION BEFORE QUOTING A PRICE.**
5. When you enter a price, the Excel spreadsheet will automatically calculate the extended total, which is (estimated quantity X unit price).
6. **SUBSTITUTES AND NO-SUBSTITUTES:** NO SUBSTITUTES will be accepted for items with two (2) or more approved brands. For items showing only one (1) approve brand, an equal can be submitted for evaluation by a committee. Alternate brands submitted where substitution is allowed, will receive a PASS or FAIL rating, subsequent to the committee evaluation.
7. **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 for unanticipated increases in requirements.
8. **\$0 QUOTING:** Vendors indicating \$0 for any line item or total low group certifies that the item(s) are at no cost to the Board. Should the vendor receive an award, vendor agrees to supply \$0 items at no cost to the Board, in any quantity required by the Board. Failure to supply an item at the price quoted, will subject the vendor to default, in accordance with Instructions To Bidders VI. AWARDS, F. DEFAULT.
9. **NO BID ITEMS:** Should vendor elect not to quote an item and/or a group of items, vendor must communicate this election by noting one of the acceptable methods. "No Bid", "N/B or NB", or leaving the space blank. All blank spaces will be tabulated as a no bid item. \$0.00 will not be applied to blank spaces in the price columns.
10. **MANUFACTURER NAME AND PART NO.:** Enter manufacturer name/part number for each line item on the Quotation Proposal form.
11. **INITIALING EACH PAGE:** **PLEASE DON'T FORGET TO INITIAL EACH PAGE OF YOUR QUOTE PROPOSAL PAGES.**
12. **NON-EXCLUSIVITY:** M-DCPS reserves the right to purchase items described in any manner it sees fit, including, but not limited to the utilization of other governmental agencies awarded contracts.

\*\*\* THIS IS A "SAMPLE" REQUEST FOR QUOTATION \*\*\* PLEASE **DO NOT** SUBMIT ANY INFORMATION ON THIS DOCUMENT

The School Board of Miami-Dade County, Florida  
 PROCUREMENT MANAGEMENT  
**"SAMPLE"**  
 RFQ NO. 081JJ000  
 ELECTRICAL WIRING DEVICES

**\*\*\* THIS IS A "SAMPLE" REQUEST FOR QUOTATION \*\*\***  
**PLEASE "DO NOT" SUBMIT ANY INFORMATION ON THIS DOCUMENT**

**MAINTENANCE MATERIALS MANAGEMENT (MMM) WAREHOUSE**

RFQ PROPOSAL FORM

TYPE COMPANY NAME BELOW:

**IMPORTANT NOTICE BELOW!**

SEALED QUOTES DUE BY: **Thursday, 2:00 P.M., on June 26, 2008.** A PRINTED COPY of the vendor submittal should be delivered along with an electronic copy on CD-Rom or Jump-Drive, to: Oretha Houser, Buyer, Miami-Dade County Public Schools or (M-DCPS), Procurement Management, 1450 N.E. 2 Avenue, Miami, FL 33132, Room 352. NO FAXED or E-MAILED QUOTATIONS WILL BE ACCEPTED.

Title/No.: Electrical Wiring Devices - 081JJ000

TERM: From date of award, through 6/25/09. Procurement Management Services, may, if considering extending, request a letter of intent to extend from the successful awardee(s), prior to the end of the current price agreement period.

Buyer: Oretha Houser, CPPB

**This solicitation is under a Cone of Silence.**

**PRICING TO BE INCLUSIVE OF DELIVERY CHARGES.**

PRICING: Prices shall be entered on the electronic Excel Spreadsheet. In addition, pricing shall be inclusive of delivery charges. PLEASE READ CAREFULLY EACH ITEM DESCRIPTION BEFORE QUOTING A PRICE.

**PLEASE DON'T FORGET TO INITIAL EACH PAGE OF YOUR QUOTE PROPOSAL PAGES.**

When you enter your quote price, the Excel spreadsheet will automatically calculate the extended total, which is (estimated annual quantity X unit price).

ITEM #	M-DCPS #	DESCRIPTION OF ITEM	ESTIMATED ANNUAL QUANTITY	UOM	PLEASE ENTER UNIT PRICES IN THIS COLUMN, BASED ON THE (UOM)	EXTENDED PRICE	ENTER MANUFACTURER NAME/PART NO. FOR EACH LINE ITEM
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*ITEMS 1 THROUGH 6: NO SUBSTITUTES WILL BE ACCEPTED FOR ITEMS WITH TWO (2) OR MORE APPROVED BRANDS. SUBSTITUTE OFFERS WILL NOT BE ACCEPTED FOR ITEMS ALREADY LISTING TWO OR MORE APPROVED BRANDS. IF, ONLY ONE (1) APPROVED BRAND IS LISTED IN THE SPECIFICATIONS, VENDOR CAN SUBMIT AN ALTERNATE BRAND TO BE EVALUATED BY A COMMITTEE, PRIOR TO ACCEPTANCE.*

		<b>KNOCK-OUT SEALS: ITEMS 1 THROUGH 3 WILL BE AWARDED AS A TOTAL LOW GROUP. VENDOR MUST QUOTE ALL ITEMS IN THE GROUP TO BE CONSIDERED FOR AN AWARD.</b>					
1	380-1501	SEAL, KO, 1-PIECE, SNAP-IN, 1", STEEL. APPROVED BRANDS: STEEL CITY BL-113, RACO 1044, APPLETON S-100, MIDWEST 337, OZ GEDNEY KO100S, BRIDGEPORT 1693.	68	EA	\$0.00	\$0.00	
2	380-1489	SEAL, KO, 1-PIECE, SNAP-IN, 1/2", STEEL. APPROVED BRANDS: STEEL CITY BL-111, RACO 1042, APPLETON S-50, MIDWEST 335, OZ GEDNEY K050S; BRIDGEPORT 1691.	304	EA	\$0.00	\$0.00	
3	380-1497	SEAL, KO, 1-PIECE, SNAP-IN, 3/4", STEEL. APPROVED BRANDS: STEEL CITY BL112, RACO 1043, APPLETON S-75, MIDWEST 336, OZ GEDNEY K075S, BRIDGEPORT 1692.	200	EA	\$0.00	\$0.00	
		<b>GROUP TOTAL</b>				<b>\$0.00</b>	

The School Board of Miami-Dade County, Florida  
PROCUREMENT MANAGEMENT

"SAMPLE"

RFQ NO. 081JJ000

ELECTRICAL WIRING DEVICES

ITEM #	M-DCPS #	DESCRIPTION OF ITEM	ESTIMATED ANNUAL QUANTITY	UOM	PLEASE ENTER UNIT PRICES IN THIS COLUMN, BASED ON THE (UOM)	EXTENDED PRICE	ENTER MANUFACTURER NAME/PART NO. FOR EACH LINE ITEM
		<b>COVERS: ITEMS 4 THROUGH 6 WILL BE AWARDED ON AN INDIVIDUAL LINE ITEM BASIS.</b>					
4	387-0936	COVER, 3 HOLE F/3-1/2" ROUND FLOOD LAMP BOX. APPROVED BRANDS: STONCO 2-B; PERFECT LINE Y3 WP.	12	EA	\$0.00	\$0.00	
5	381-1328	COVER, 4 " SQ. INDUSTRIAL COMBINATION SWITCH AND DUPLEX RECEPTACLE. APPROVED BRANDS: STEEL CITY RS-2; EGS 8375N.	53	EA	\$0.00	\$0.00	
6	381-1344	COVER, 4" SQ INDUSTRIAL ONE TOGGLE SWITCH. APPROVED BRAND: STEEL CITY RS-9.	124	EA	\$0.00	\$0.00	
<p><i>ITEMS 7 THROUGH 9: ITEM SPECIFICATIONS REQUIRING "NO SUBSTITUTE" OFFERS FROM BIDDERS: Vendors who wish to have reviewed, an alternate brand and part number for Items 7 through 9, shall forward a written request to Procurement Management Services, Oretta Houser, Buyer, no later than September 30, 2008. Please fax your request to 305-523-0004 or e-mail it to ohouser@dadeschools.net. Subsequent to September 30, 2008, your firm will be provided instructions on how to submit one (1) each sample of the item(s) you would like to have evaluated by a committee, to determine if it is acceptable for use within M-DCPS. If approved by a committee, future solicitations may reflect the approved brand and model number.</i></p>							
		<b>WIREMOLD: ITEMS 7 THROUGH 9 WILL BE AWARDED AS A TOTAL LOW GROUP. VENDOR MUST QUOTE ALL ITEMS IN THE GROUP TO BE CONSIDERED FOR AN AWARD. (NO SUBSTITUTES).</b>					
7	378-1836	ADAPTER, EXTENSION, FLUSH TYPE, IVORY, 1 GANG, 4-5/8"L., X2-7/8"W. X 15/16"D., FOR 500 & 700 WIREMOLD. APPROVED BRAND: WIREMOLD V-5751. (NO SUBSTITUTE).	378	EA	\$0.00	\$0.00	
8	378-2743	BASE, 4000 RACEWAY, 10FT LN, SURFACE, METAL, GRAY. APPROVED BRAND: WIREMOLD G-4000B. (NO SUBSTITUTE).	12	LN	\$0.00	\$0.00	
9	378-1844	BOX, EXTENSION, FLUSH TYPE, IVORY, 2 GANG, 4-3/4"L., X4-3/4"W. X 15/16D, FOR 500 & 700 WIREMOLD. APPROVED BRAND: WIREMOLD V-5751-2. (NO SUBSTITUTE).	102	EA	\$0.00	\$0.00	
		<b>GROUP TOTAL</b>				<b>\$0.00</b>	

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