MIAMI-DADE COUNTY PUBLIC SCHOOLS

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

BID	BUYER	PAGE
086- NN05	Suzanne Lee Yee	SC 1

TITLE

OFFICE SUPPLIES

SPECIAL CONDITIONS

1. PURPOSE: The purpose of this bid is to establish a contract, at price plus balance of line at firm percentage discount prices, for the purchase and delivery of estimated requirements of OFFICE SUPPLIES – Catalog Discounts, for use by the Miami-Dade County Public Schools (M-DCPS), Florida, school sites and departments. The term of the bid shall be for two (2) years from date of award, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee(s), be extended for three (3) additional one year periods, and if needed, ninety (90) days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may, if considering extending, request a letter of intent to extend from the successful bidder(s), prior to the end of the current contract period. However, Procurement Management Services reserves the right to not extend the contract of an awardee. The awardee(s) will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to this condition by signing this bid.

2. AWARD: The award this bid shall be made to the top two (2) responsive, responsible bidders, (a primary and alternate) who respond to the Hypothetical Price Sheet of general office supplies resulting in the lowest net price cumulative total and highest discount offered for Balance of line items (lines 251 and 252), and who meet the specifications contained herein. Vendors must bid on ALL items to be considered for award. The primary awardee will be contacted for all orders. If the primary awardee is unable to perform under the conditions of the contract, the alternate awardee(s) will be contacted.

3. BID SUBMITTALS: Bidders are requested to submit **one (1) original (clearly marked)** of their bid. Bidders are required to submit, with their bid package, or within five (5) days of request, all information requested herein. Failure to submit the following documentation may result in the bid not to be considered for award. Bids will be accepted until the time and date indicated on the Bidders Qualification Form. Requested information includes, but is not limited to:
   a. Bidder Qualification Form (please complete) (Mandatory)
   b. Bid Proposal Form (Format B) (pricing page) (please complete) (Mandatory)
   c. Vendor Information Sheet (please complete) (Mandatory)
   d. Disclosure of Employment of Former School Board Employees (please complete) (Mandatory if applicable)
   e. Local Business Tax Receipt (formerly Occupational License) (Mandatory)
   f. Valid e-mail address for SAP system communications (i.e. PO's)
   g. A **"screen print"** of your Florida Corporation record from the Department of Business and Professional Regulations (DBPR), if a registered Florida Corporation (www.sunbiz.org)
   h. Vendor application if you are not a current M-DCPS vendor. Please download the application from http;//procurement.dadeschools.net/

SPECIAL CONDITIONS (CONTINUED)

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

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

6. ELECTRONIC CATALOGS FOR UPLOADS: The District is currently utilizing the SAP, Enterprise Resource Planning (ERP) system for its business operations. All awarded vendors may be required to provide the awarded catalogs for upload into the District's SAP system and/or website. Vendors will be requested to furnish an electronic attachment, i.e. catalog and price lists, digital pictures with product descriptions and/or website links in order to support standardization programs and the streamlining of the ordering system.

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

SPECIAL CONDITIONS (CONTINUED)

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

9. NEW MERCHANDISE: This bid shall be for new merchandise only. Newly manufactured items containing used or re-built parts, newly re-manufactured, used, shopworn and/or demonstrator equipment is not acceptable and will be rejected.

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

11. RE-STOCKING: M-DCPS will not pay a restocking charge for items returned in new, unused condition within thirty (30) days after delivery.

12. NON-EXCLUSIVITY: M-DCPS reserves the right to procure items herein described in any manner it sees fit, including, but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of M-DCPS.

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

14. UNAUTHORIZED SHIPMENT/SUBSTITUTION: The successful awarded vendor(s) shall deliver only those brands and items awarded on this bid. However, awarded vendors may need to make substitution offerings to M-DCPS during the term of this contract. Awarded vendor(s) is/are required to notify Procurement Management Services at least thirty (30) days prior to the effective discontinuation date or within five (5) days after the awarded vendor is/are notified by manufacturer of the discontinued item(s). The written notification must also state the substitution item that is being offered by the manufacturer. Each specification of the substituted item must meet or exceed those specifications in the bid for the awarded item(s). Awardee(s) is/are to submit complete descriptive literature. Failure to provide this information and notification within the time frame stated above may result in awardee to be in non-compliance of contract and may result in default of contract. Items offered as substitutes must be at the same or lower price as originally awarded. M-DCPS reserves the right during this thirty (30) day advance notice period, to continue to order the item scheduled for discontinuation with the requirement that all such orders are filled as originally placed, at the same or lower price, prior to the

SPECIAL CONDITIONS (CONTINUED)

substitution being offered to purchase the newer, submitted item. M-DCPS reserves the right to reject a substitution and require vendor(s) to re-submit another item supplied by the same manufacturer for substitution. If any awarded vendor(s) substitutes a product, without the requisite written authorization from the Buyer, the vendor(s) may be in default and lose eligibility to conduct business with the School Board, pursuant to Instructions To Bidders, Section VI. E., Default.

15. 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.

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

17. 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.

18. PURCHASES BY OTHER M-DCPS FACILITIES: Miami-Dade County Public Schools reserves the right to purchase items for other facilities or programs from this bid.

19. EXEMPT ITEMS: Purchases from this bid may not include any items other than office supplies. Examples of products that shall not be sold under this bid include, but are not limited to: Art Supplies, Audio-Visual Equipment, Breakroom Supplies and Equipment, Cleaning Supplies and Equipment, Computers, Computer Supplies and Peripheral Accessories, Copy Paper, First Aid and Safety Supplies, Toner or Inkjet Cartridges.

SPECIAL CONDITIONS (CONTINUED)

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

21. LOCAL BUSINESS TAX RECEIPT: Any person, firm, corporation or joint venture, with a business location Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders at a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

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

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

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

SPECIAL CONDITIONS (CONTINUED)

25. VENDOR INFORMATION SHEET: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net.

26. CHARTER SCHOOLS: Items 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 any purchases that may be made by Charter Schools.

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

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

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

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

SPECIAL CONDITIONS (CONTINUED)

30. 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:

cc: Suzanne Lee Yee, Buyer
Procurement Management Services
Miami-Dade County Public Schools
1450 2ND Avenue, Room 352
Miami, Florida 33132
Fax: #305-523-0004
E-Mail: sleeyee@dadeschools.net

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

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