AUDIO VISUAL, TELEVISION, PHOTOGRAPHIC, AND MISCELLANEOUS EQUIPMENT, SUPPLIES AND INSTALLATION, CATALOG DISCOUNT

SPECIAL CONDITIONS

1. PURPOSE: The purpose of this bid is to establish a contract, at firm discounts and pricing, to purchase Audio Visual, Television, Photographic, and Miscellaneous Equipment, Supplies and Installation for use by School Board of Miami Dade County, FL. (M-DCPS). The term of the bid shall be for two (2) year from the date of award, and may, by mutual agreement between School Board of Miami Dade County, FL. (M-DCPS) and the awardee(s), be extended for three (3) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee(s) will be notified when the Board has acted upon the recommendation. The successful vendor(s) agrees to this condition by signing its bid.

2. AWARD: The School Board of Miami-Dade County may award this contract to the bidder offering the single highest percent discount off Manufacturer's MSRP, or catalog pricing, and to qualified companies meeting the specifications contained herein. The bid will be awarded to two (2) responsive and responsible vendors, per manufacturer (Primary and Alternate), offering the highest percentage discount per manufacturer. The Primary vendor will be determined by the highest average of the category discounts per manufacturer. A maximum of two (2) vendors per manufacturer, meeting all requirements, will be awarded. If the primary awardee fails to perform under the terms and conditions of the contract, the Alternate awardee will be contacted.

   The Board reserves the right to determine and select which brand/manufacturer is appropriate for purposes of compatibility and standardization. Pricing solicited to the Primary vendor during the term of the bid, may be used for posting to the Districts Shopping Cart, e-catalog or other e-procurement sites, as deemed appropriate. Only the Primary vendor will be used for the posting. The brands listed on this bid are currently used by the District. Vendors wishing to include other manufacturers may submit a list for approval and inclusion in <u>future</u> bids.

3. PRICES: Prices shall be submitted in the form of a firm percentage discount to be deducted from the current preprinted catalog or manufacturer prices and must include all delivery, freight, unloading and/or shipping and handling costs to the ordering location unless otherwise noted on the bid. Only Manufacturer's issued price lists will be accepted. **Zero (0) discounts will <u>NOT</u> be accepted.** Supplies and equipment for the purpose of this bid shall be defined as: Supplies – All items necessary for the equipment, maintenance and operation of audio visual, television, photographic and miscellaneous equipment, and whose net price is usually under $1,000.00 and Equipment – A single item, group or combination of items, machinery, appliances, devices, etc., having a particular function or intended for a specific use, and whose net price is usually $1,000.00 and over. Installation and labor prices should be firm and fixed. Even though catalog prices may change throughout the year, the percentage discount must remain firm for the entire contract period. The single fixed percentage discount for the awarded vendor shall apply to the catalog price list of all catalog items. The awarded vendors are free to offer greater discounts for individual transactions and offer better discounts throughout the term of the bid.

SPECIAL CONDITIONS CONTINUED

4. REQUEST FOR QUOTATION PURCHASE: Only the Primary awarded vendor(s) shall be approved to participate in Request for Quotations as required, unless the Primary vendor is in default, at which point the Alternate awardee will be contacted. The awarded bidder(s) shall be invited to offer a fixed price for item(s), as specified. These prices must remain fixed and firm as per the Request for Quote (RFQ). Schools and District Offices will utilize these prices to make selections based on the specifications required at their site.

5. TYPES OF CATALOGS: This is an Audio Visual, Television, Photographic, and Miscellaneous Equipment, Supplies and/or Installation Firm Discount bid. Catalogs will be accepted in the following areas: Audio Visual, Television, CCTV, Photographic, and Miscellaneous Equipment, Supplies and/or Installation.

6. CATALOG/PRICE LIST: If catalog is available online the bidder is not required to submit a hard copy of the price list. It is requested that the bidder submit a notification of the internet address to locate the catalog online. If the catalog is not available online the bidder should furnish, with the bid, a copy of their current preprinted catalog or manufacturer price list. Each catalog or price list shall have a label with the following information, or the bid may be declared non-responsive.

Bid Number
Term of the Bid
Vendor Name
Vendor Number
Discount Off Purchase and Credit Cards
Contact Person
Contact Person Phone Number

Bidders will be expected to deliver this same catalog or price list, if awarded, to all Miami-Dade County Public Schools locations, at no cost to Miami-Dade County Public Schools. **Under no circumstances will catalogs or price lists be accepted by our mailroom for distribution to the various Miami-Dade County Public Schools locations.** A list of all M-DCPS locations will be mailed to the successful bidders upon award.

7. CATALOG UPDATES: The discount, terms and conditions of this bid are to remain firm throughout the contract period. If, during the contract period, the successful bidder(s) issues a replacement to the catalog(s) submitted with the bid, such replacement shall be forwarded to, Miami-Dade County Public Schools, Procurement Management Services, Buyer D, 1450 N.E. 2nd Ave, Room 351, Miami, Florida, 33132 for approval. After the catalog is approved, the successful bidder must deliver copies of the replacement catalog to all locations, at no cost to Miami-Dade County Public Schools. Failure to comply maybe cause for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the School Board for a period of fourteen (14) months from the date of termination by the School Board.

SPECIAL CONDITIONS CONTINUED

8. 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

9. NEW EQUIPMENT: This bid shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used; shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.

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

11. 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. **Prices must include all charges for packing, handling, freight, fuel, distribution, and inside delivery.** All vendors must offer inside delivery (F.O.B. destination unless otherwise noted on the bid), 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. It shall be the responsibility of the successful bidders 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.**

    If installation is required, it shall be completed within forty-five (45) days of receipt of purchase order, or as required by the user.

12. BACKORDERS: Vendor(s) will be required to notify M-DCPS when item will be backordered by the manufacturer. This notification must come in the form of a letter from the manufacturer stating the reason why item ordered is backordered and the expected day or arrival to the awardee(s). Material(s) backordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel backorders, at any time, and purchase from another vendor. It is the responsibility of the vendor to contact the originating location to verify if they still want the backordered items.

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

SPECIAL CONDITIONS CONTINUED

14. PACKING SLIPS: It will be the responsibility of the successful bidder to attach all packing slips to the outside of

each shipment. For security reasons, the credit cards numbers cannot be attached to the packing slip, receipt, or bill of sales submitted as part of the delivery. Packing slips must reference the Purchase Order number. Failure to attach a packing slip to the outside of the shipment may result in the refusal of this shipment.

15. 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.

16. EXPENDITURES: No guarantee is given or implied as to the total quantity or dollar value of this bid. M-DCPS is not obligated to place any order with any vendor participating in this bid. Order placement will be based on the needs and interest of M-DCPS. However, all M-DCPS locations will be urged to refer to catalogs and discounts of the successful bidders in an attempt to fill their requirements at the lowest net price.

17. ACCEPTABLE PRODUCTS/DISCONTINUED ITEMS: 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(s) 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 timeframe 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 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.

18. CREDIT CARDS: Some orders will be placed utilizing a district issued credit card or petty cash 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. 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

SPECIAL CONDITIONS CONTINUED

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.

District work locations may request for a vendor to maintain a secure record of their specific credit card account, which can be used by assigning an alias or password, to avoid having to divulge the actual credit card number each time a purchase is made.

19. CERTIFICATION: Bidder must submit a letter certifying that the bidder is authorized to sell and warrant bid item offered with the bid. Failure to submit the letter may result in disqualification of bid submitted.

20. DEFAULT: In the event of default, which may include, but is not limited to non-performance, poor performance, and/or non-compliance with warranty repairs the awardee(s) shall lose eligibility to transact new business with The Board for a period of fourteen (14) months from date of termination by The Board. If the Primary vendor is in default, the bid will be awarded to the Alternate vendor.

21. ACQUISITION/POSTING AUTHORIZED PRODUCT: Awarded product(s) may be posted on the Districts web and/or Shopping Cart. Awardees will be requested, upon notification, to:

Supply electronically, in a format to be determined by M-DCPS, information that may include:

- Thumbnail or full size pictures in .jpg format, and descriptive text in a downloadable file.
- Develop a unique section, at the vendor's web site, an on-line catalog, from which the district will create requisitions and upon approval generate purchase orders or P-Card transactions.
- Provide a billing arrangement that may allow for electronic submission of invoices

The requested information will be used to populate the shopping cart, for items awarded, with sufficient information and descriptive detail to allow for easy use and item selection, for the District's end users. It is the intent of the District to utilize the Shopping Cart (or other E-Procurement systems) as the procurement method, and schools and offices will be required to utilize the items as specified and posted at this site.

22. INSURANCE REQUIREMENTS: (For installed equipment only) Successful vendor(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 vendor(s) must submit completed certificate of insurance form(s), before being recommended for award. Failure to submit this form(s), as noted, will result in vendor(s) not being recommended for bid award.

SPECIAL CONDITIONS CONTINUED

23. VENDOR INFORMATION SHEET: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition

may cause the Bidder(s) not be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net.

24. INSTALLATION: Where installation is required, vendor shall be responsible for placing and installing the product in the required locations, unless otherwise designated on the Purchase Orders. Vendor shall protect the site from damage and shall repair damages or injury caused during installation by vendor or its employees or agents. Vendor shall perform installation work so as to cause the least inconvenience or interference. Upon completion of installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory order. Bidders must submit a labor and installation charge in the space provided on the Bid Proposal Form for the installation of the items purchased on this bid.

25. WARRANTY: The warranty for equipment, after delivery and acceptance by the school or department, shall be for a minimum of one (1) year, including all parts and labor, or manufacturer's warranty, whichever is greater. Bidder is to offer a one (1) year warranty on all catalog items even though manufacturer's warranty may be for a lesser period. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to the Board. All warranty claims require a quick response, and all warranty work shall be done within fifteen (15) days of notification from the end user. Vendor agrees to repair and return equipment within fifteen (15) days from receipt of request or provide a temporary replacement. Warranty shall begin after installation or delivery and acceptance by M-DCPS representative at end user site. A detailed description of all repair work shall be provided to the end user within three (3) days after the work is completed. Items must have warranty and repair work performed by the manufacturer's authorized repair station using only original equipment manufacturer (OEM) certified parts when servicing equipment.

26. SITE INSPECTION: Where installation is required awarded vendors are encouraged to make site inspections of some typical M-DCPS schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures to minimize disruption at schools and other locations. Scheduling of visits to the various locations will be coordinated with the Project Manager or school administrator to ensure access and to review specifications regarding normal workload, average job size, problems, safety considerations, or other conditions that are unique to the M-DCPS System. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after the bid has been awarded. Where installation is required, vendor shall be responsible for placing and installing the product in the required locations, unless otherwise designated on the Purchase Orders. Vendor shall protect the site from damage and shall repair damages or injury caused during installation by vendor or its employees or agents. Vendor shall perform installation work so as to cause the least inconvenience or interference. Upon completion of installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory order.

SPECIAL CONDITIONS CONTINUED

27. OCCUPATIONAL LICENSE: Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County 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.

28. NON-EXCLUSIVITY: M-DCPS reserves the right to procure items herein described through the use of contracts awarded by the State of Florida, any county or municipality, or other authorized contract, whichever is considered in the best interest of M-DCPS.

29. BID SUBMITTALS: Bidders are requested to submit one (1) original and one (1) copy of their bid. Bidders are required to submit, with their bid package, or within five (5) days of request, all information requested herewith. Failure to submit the following documentation may result in the bid not to be considered for award.

They include:

- Bid Proposal Form Sheets Completed
- Copy of Catalog or Price List as described in Special Conditions #6.
- Insurance Documentation
- List of emergency telephone numbers
- List of technicians with qualifications and training certificates
- Manufacturers Certification that bidder is an authorized dealer of product submitted
- Occupational License
- Signed Bidder Qualification Form
- Two (2) Reference Letters
- Vendor Information Sheet
- Vendor's Qualifier License (i.e. Low Voltage-Contractor, State Certified Electrical Contractor, EC, or State Certified Alarm Contractor I) for Installation

30. 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

31. CODES AND PERMITS: All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful vendor(s) shall be responsible for all necessary licenses and permits, as may be required.

SPECIAL CONDITIONS CONTINUED

32. ACCEPTANCE: For installed products, the date of acceptance is the date the school or location accepts the product as installed and in good working order. For non-installed products, the date of acceptance shall be the delivery date.

33. SUBMITTAL OF INVOICES: All bidders are hereby notified that any invoices submitted as a result of the award of this bid must be in the same format as the purchase order released. Each line of the invoice must reference in order the corresponding single line shown on the purchase order, with respect to description, unit price, quantity,

and line item amounts. A single line must not correspond to or commingle the cost shown on multiple purchase order lines. Each line of the invoice must reference, in order, the corresponding single line shown on the purchase order, with respect to description, unit price, quantity, and line item amounts. Invoices for purchase orders generated in 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" location exactly as shown on the purchase order. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order, may be returned to the vendor by the Accounts Payable Department for correction. 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 the School Board for a period of fourteen (14) months from the date of termination by the School Board. The payment terms of the District are net thirty (30) days after receipt and acceptance of item(s).

34. 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) Current Bids/RFP's Under the Cone of Silence.

35. 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:

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

Harry Eschbach, Buyer
Procurement Management Services
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 352
Miami, Florida 33132
Fax #305-523-3361
E-Mail: eschbachh@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

SPECIAL CONDITIONS CONTINUED

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS ONE WEEK PRIOR TO DUE DATE TO ALLOW MDCPS SUFFICIENT TIME TO ADDRESS ALL INQUIRIES.

36. 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).