

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

COMPLETE USING  
TYPEWRITER  
OR  
BALL-POINT PEN  
ONLY.

1450 Northeast Second Avenue  
Miami, Florida 33132



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

BUYER NAME:  
R. Steel  
PHONE: (305) 995-2344  
TDD PHONE (305) 995-2400

**BIDDER QUALIFICATION FORM**

BID NO. 118-AA11 BID TITLE Speech and Hearing Equipment and Accessories, Catalog Discount  
BIDS WILL BE ACCEPTED UNTIL 2:00 PM ON 4/24/01 IN ROOM 351,  
SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE  
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER OPENING. REFER TO INSTRUCTIONS TO  
BIDDERS, para.[V.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. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)

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.

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 and its members, officers and employees.

III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check W below:

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A\*

Performance Bond \_\_\_\_\_ Check (Cashier's, Certified, or Equal) \_\_\_\_\_

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR. \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE. \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (ORIGINAL): \_\_\_\_\_ DATE \_\_\_\_\_

OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

NAME (TYPED) \_\_\_\_\_ TITLE \_\_\_\_\_

OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### I. PREPARING OF BIDS

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

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

**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** define conditions of the bid.

**1. ORDER OF PRECEDENCE.** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

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

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

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

**2. PROTEST OF SPECIFICATIONS.** Any notice of protest of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. Failure to file a timely notice of protest shall constitute a waiver of proceedings.

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

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

### II. SUBMITTING OF BIDS

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

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

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

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

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

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

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

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

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

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

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

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff;
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 sent to all businesses solicited, via facsimile or mail and bids or proposals returned to the vendor unopened.

C. The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and

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

#### IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw their bid they shall do so in writing. This communication is to be received by the Executive Director, Division of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

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

1. Pay to the Board, as liquidated damages an amount equal to 5% of the unit price bid times the quantity, or \$10, whichever amount is larger, or

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. AWARDS

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

B. **AWARD RECOMMENDATION.** Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375 each Friday to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protest no later than 48 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest will be reviewed by Staff. Staff will offer the protesting bidder the opportunity for a meeting to discuss the protest. If the bidder is not satisfied with the response to the protest, he/she may request to address the School Board. Alternatively, bidders may invoke the provisions of §120.569, Fla. Stat. Petitions for hearings on protests pursuant to §120.569, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein are deemed waived. This provision supersedes and governs over any conflicting provision in this document.

C. **OFFICIAL AWARD DATE.** Awards become official when made unless otherwise specified in the award recommendation.

D. **PURCHASE ORDERS.** Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.

E. **DEFAULT.** In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

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

F. The intent of the bid documents is to include only the 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

#### VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

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

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

<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 VI.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

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

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

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 their cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

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

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

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

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

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
MATERIALS CONTROL TESTING  
7040 West Flagler Street  
Miami, Florida 33144  
Telephone Number: (305) 995-3290

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

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

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

G. EVALUATION AND TEST RESULTS. Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact the Materials Control Section for further details.

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

#### IX. PACKAGING

A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

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

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

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

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

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

#### XIII. DELIVERY AND BILLING

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

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

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, Room 602, School Board Administration Building, 1450 N.E. 2 Avenue, Miami, Florida 33132. 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 the invoice |                      |

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

XIV. NO GRATUITY POLICY. It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

#### XV. COMPLIANCE WITH FEDERAL REGULATIONS.

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

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

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

Revised April 1999

# MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BID	118-AA11	BUYER	R.Steel	PAGE	SC
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TITLE Speech and Hearing Equipment and Accessories, Catalog Discount

## SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish price lists and discounts to purchase speech and hearing equipment and accessories for use by Miami-Dade County Public Schools (M-DCPS). The term of the bid shall be for one (1) year from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee(s), upon final School Board approval, be renewable for **two** additional **one** year periods, and if needed, 90 days beyond the expiration date of the current contract period. The Board, through the Bureau of Procurement and Materials Management, may if considering to renew, request a letter of intent to renew from the awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the Board.
2. **AWARD:** In order to meet the needs of the schools and departments, awards may be made one or more bidder(s), per manufacturer, offering the highest fixed discount(s) off the current manufacturers published price list and otherwise complying with all specifications, terms and conditions. After award, manufacturer's price lists and/or catalogs will be requested from the awardees. Price sheets will then be required as changes in manufacturer's price lists are made.  
  
All prices shall be F.O.B. destination, delivered to each ordering location as specified on the purchase order. The School Board of Miami-Dade County, Florida, may also purchase from a contract awarded by the State of Florida, any other county or municipality, or authorized contract, whichever is considered to be in the best interest of the Board.
3. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for one year or manufacturer's warranty, whichever is greater. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to the Board. Vendor agrees to repair and return equipment within five (5) days from receipt of request or provide a temporary replacement.
4. **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.
5. **DELIVERIES:** Delivery shall be completed within **30** days after receipt of purchase order. All deliveries will be made to schools and departments as indicated on each purchase order.
6. **ACCEPTABLE EQUIPMENT:** Bid shall be for new equipment only, manufactured for domestic sales in the United States. Remanufactured, rebuilt, reconditioned, newly remanufactured, used, shopworn, demonstrator, previously marketed or prototype equipment is not acceptable.
7. **PRICES:** Prices shall be submitted in the form of a discount off manufacturer's current published price list. Prices shall include inside delivery for the ordering location. Bidders are cautioned to consider this requirement of this bid when offering discounts on the Bid Proposal Form. Even though the manufacturers price(s) may change throughout the year, the percentage of discount must remain firm for the entire contract period.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

<b>BID</b>	<b>118-AA11</b>	<b>BUYER</b>	<b>R.Steel</b>	<b>PAGE</b>	<b>SC2</b>
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**TITLE**      Speech and Hearing Equipment and Accessories, Catalog Discount

**SPECIAL CONDITIONS (CONTINUED)**

8.      **SINGLE FIXED PERCENTAGE DISCOUNT:** M-DCPS realizes that manufacturers will introduce additional products during the term of the contract which M-DCPS may wish to purchase. M-DCPS reserves the right to purchase products at the single percentage (%) discount and under the conditions described herein. **M-DCPS will accept a fixed percentage discount of 0%, however, each discount space provided on the Bid Proposal Form must be filled in or that bid item will be tabulated as "non-responsive".** M-DCPS reserves the right to separately bid and/or contract any additional product(s), if deemed to be in its best interest. Awardees may offer M-DCPS additional educational discounts at any time and invoice M-DCPS at a greater discount than their bid discount.

9.      **PRICE LISTS:** All awardees are requested to submit the manufacturer's price lists or catalogs to the Bureau of Procurement and Materials Management under separate cover, plainly identified as "Catalog / Price List" for Bid No.118-AA11. **Dealer or distributor made catalogs or price lists will not be acceptable.**

Awardees may submit price lists in the form of a paper document , compact disk, or a 3.5 inch diskette.

Diskette must be formatted as either 1 or 2 below:

- |                              |                              |
|------------------------------|------------------------------|
| 1.      "Word for Windows"   | 2.      "Microsoft Excel"    |
| Font: Times New Roman 12     | No Header or footer          |
| Portrait only – no landscape | Portrait only – no landscape |

Price lists and revision text files are requested to be sent electronically using EMAIL, and/or shipped by carrier using diskette, to R. Steel, Miami-Dade County Public Schools, 1450 NE 2<sup>nd</sup> Avenue, Room 352, Miami, Florida 33132 or EMAIL, [rsteel@sbab.dade.k12.fl.us](mailto:rsteel@sbab.dade.k12.fl.us). **It is not necessary to not send catalogs or price sheets with bid.**

10.     **INTERNET HOME PAGE:** It is the intent of the Bureau of Procurement and Materials Management to distribute contract and product information to users on the Internet World Wide Web (WWW).

The following components and activities are requested of each vendor when the service becomes available.

While not required at this time, each awardee is encouraged to develop and maintain a Home Page on the Internet WWW. The Home Page must be built and then maintained over the life of the contract to be compatible with the most recent version of browser software being used by M-DCPS. As of the writing of this bid, Netscape Communicator Navigator 4.XX or greater is the M-DCPS browser standard.

The Universal Resource Locator (URL) for the Internet Home Page must be listed in the space provided on the Bid Proposal Form, if available.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

<b>BID</b>	<b>BUYER</b>	<b>PAGE</b>
118-AA11	R. Steel	SC3

**TITLE** Speech and Hearing Equipment and Accessories, Catalog Discount

**SPECIAL CONDITIONS (CONTINUED)**

11. **PROFESSIONAL SERVICES:** Awardee(s) are requested to provide representation, as needed, to physically meet with end users at schools, departments, or centers to :

1. Introduce or discuss new products.
2. Perform product demonstrations.
3. Provide on-site troubleshooting service, on previously sold products.
4. Provide in-service to M-DCPS employees, if required for new products.
5. Handle return of merchandise, when on-site visitation is needed.
6. Provide telephone support during normal M-DCPS hours of operation.

This service would be provided at no cost to the Board, at a mutually agreed upon scheduled date and time or no later than 3 working days, from date of request.

12. **AUTHORIZATION:** Bidder shall be authorized dealers for the manufacturer(s) bid. The bidder must possess, and submit copy of letter of authorization from the manufacturer to sell that product. **The authorization must be returned with the bid.** Failure to submit proof of authorization may result in disqualification of item(s) submitted. Any change in the vendors authorization status, shall be reported in writing to the Division of Procurement Management and Materials Testing, within five (5) working days of its occurrence.

13. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments could 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.

14. **YEAR 2000 COMPLIANCE:** The contractor warrants that each hardware, software, and firmware product delivered under this contract, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system. The duration of this warranty and the remedies available to the School Board of Miami-Dade County, Florida for breach of this warranty shall be as defined herein, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract. Notwithstanding, any provision to the contrary in such commercial warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor, in writing, within ninety days of acceptance of the product purchased after January 1, 2000, or any time prior to March 1, 2000 for products purchased prior to January 1, 2000. Nothing in this warranty shall be construed to limit any rights or remedies the School Board of Miami-Dade County, Florida may otherwise have under this contract, with respect to defects other than year 2000 performance.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

<b>BID</b> 118-AA11	<b>BUYER</b> R. Steel	<b>PAGE</b> SC4
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<b>TITLE</b> Speech and Hearing Equipment and Accessories, Catalog Discount
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**SPECIAL CONDITIONS (CONTINUED)**

15. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

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

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



The School Board of Miami-Dade County, Florida  
 Bid No. 118-AA11  
 Speech and Hearing Equipment and Accessories, Catalog Discount

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid No. 118-AA11
Title: Speech and Hearing Equipment and Accessories, Catalog Discount
Buyer: R. Steel

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:

Item	Description/Manufacturer	Percentage Discount	Catalog/Price List
	Please indicate below for each line item a firm percentage (%) discount off current manufacturer's published price list for speech and hearing equipment and accessories. The price list may or may not change during the course of the bid, however the percent discount shall remain unchanged.		
1	AbleNet	%	
2	Acoustic Systems	%	
3	American Electromedics	%	
4	Audioscan	%	
5	AVR Communications, Ltd.	%	
6	Beltone	%	
7	Daessy	%	
8	Dynavox	%	
9	Frye	%	
10	Gordon Stowe	%	
11	Grason - Stadler	%	
12	Harris Communications	%	
13	Health Science	%	
14	ICS Medical	%	
15	IntelliTools	%	
16	Madsen	%	
17	Maico	%	
18	Micromedical	%	
19	Nicolet Bio Medical	%	
20	OZ Systems	%	
21	Pehrtek	%	
22	Phonic Ear	%	
23	Prentke Romich Company	%	
24	Sentissent Systems Technology	%	

The School Board of Miami-Dade County, Florida  
 Bid No. 118-AA11  
 Speech and Hearing Equipment and Accessories, Catalog Discount

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid No. 118-AA11
Title: Speech and Hearing Equipment and Accessories, Catalog Discount
Buyer: R. Steel

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:

Item	Description/Manufacturer	Percentage Discount	Catalog/Price List
25	Tele-Acoustics	_____ %	
26	Welch Allyn	_____ %	
27	Williams Sound	_____ %	
28	Words+	_____ %	
29	Other manufacturers not listed - list additional manufacturers and the discounts offered.	_____ % _____ % _____ % _____ % _____ %	
FOR INFORMATION PURPOSES ONLY, AND WILL NOT BE USED IN THE BID EVALUATION PROCESS. HOWEVER, BID PRICE SHALL REMAIN FIRM THROUGHOUT THE CONTRACT TERM PERIOD(S).			
30	Hourly labor rate for repairs after warranty for new and existing equipment.	\$ _____ PER HOUR	
FOR INFORMATION PURPOSES ONLY.			
E-Mail address:			
URL:			
Telephone number (Toll free number preferred):			
Fax number:			
Name/Title of company owner:			
DOCUMENT(S) SUBMITTED WITH BID:			
Proof of current status as an Factory Authorized Sale and Service Dealer		YES No	