COMPLETE USING TYPEWRITER OR BALL-POINT PEN ONLY.



School Board Administration Building 1450 Northeast Second Avenue Miami, Florida 33132

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

BUYER NAMED:

G. Jackson

PHONE: (305) 995-2345 TDD PHONE (305) 995-2400

# BIDDER QUALIFICATION FORM

BIDDER QUALIFICATION FORW					
BID NO.	120-BB06 BID TITLE Hospital Ed	uipment	4/24/02	IN POOM 351	
BIDS W	TILL BE ACCEPTED UNTIL 2:00 P.M.	<u>.                                    </u>	4/24/02	MANUEL THE THEY WILL BE	
SCHOO	DL BOARD ADMINISTRATION BUILDING, 1	450 NE 2ND AVENUE, N	AM , FL. 33132, AT	WHICH TIME THE THEE SE	
PUBLIC	CLY OPENED. BIDS MAY NOT BE WITHDRA	WN FOR 90 DA	YS AFTER OPENING.	(REFER TO INSTRUCTIONS TO	
BIDDE	RS, para.IV.B.)				
			AWARD OF THE BID	BY THE SCHOOL BOARD OF	
THE S	UBMISSION OF THE BID BY THE VENDO	R, ACCEPTANCE AND	THERE ISSUED AG	AINST SAID AWARD SHALL	
	-DADE COUNTY, FLORIDA, AND SUBSE		CDERS ISSUED AG	D IN THE BID DOCUMENTS, NO	
	TITUTE A BINDING, ENFORCEABLE CONTF		EKANIZE STILOFFIE		
OTHE	R CONTRACT DOCUMENTS SHALL BE ISSUE	D.			
	BIDDER CERTIFICATION AND IDENTIFICA	TION. (SEE INSTRUCTIO	NS TO BIDDERS, para	a. l. A.2.)	
1. A.		to the diam agreement	connection with a	any corporation, firm, or person	
	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.				
В.					
H.	INDEMNIFICATION			and the state of t	
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 carried 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.					
111.	PERFORMANCE SECURITY. Refer to INST			and check (x) below:	
	WHEN PERFORMANCE SECURITY IS REQU	JIRED I WILL FURNISH A:	<b>-</b>	D.	
	Performance Bond	Check (Cas	hier's, Certified, or Eq	ual)	
	PLEASE TYPE OR PRINT BELOW				
	_				
	LEGAL NAME OF VENDOR :				
	MAILING ADDRESS:				
	CITY, STATE, ZIP CODE:	<u> </u>			
ļ	TELEPHONE NUMBÉR :		F	AX#	
	BY: SIGNATURE (ORIGINAL):		· · · · · · · · · · · · · · · · · · ·	DATE	
	OF AUTHORIZED REPRESENTATIVE		T	TITLE	
	OF AUTHORIZED REPRESENTATIVE				
L				FM-3191 Rev. (02-99)	

#### 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.
- PERFORMANCE SECURITY. The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.
- BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non responsive.
- B. INSTRUCTIONS TO BIDDERS define conditions of the bid.
- ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:
  - A. Specifications
  - 8. Special Conditions
  - C. Instructions To Bidders
- 2. FOR MWBE designated bids. The SPECIAL CONDITIONSMinority/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 Minmi-Dade County Public Schools. Failure to
  submit the completed application with the bid will be considered non-responsive.
- C. BID PROPOSAL FORM delines 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.
- f. ITEM SPECIFICATION. Specifying a certain brand, make or menufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandles 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 stricle offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph IX: Packaging.
- 2. PROTEST OF SPECIFICATIONS. Any notice of protect of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Sureau of Procurement and Meterials Management in o 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 shell include delivery F.O.B. destination, freight prepaid (bidder pays and beers 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 examption number is shown on the purchase order. This examption 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 Florids Statutes.

#### E. SUBMITTING OF BIDE

A. SID FORISE AND EXVELOPES. Sids 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. ERABURES OR CORRECTIONS. When Ming out the bid proposal form, bidders are required to use a typewriter or complete bid proposal in Ink.
  - 1. Use of penal is prohiblied.
  - 2. Do not erese 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, CourierExpress 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 Averue, Mamil, 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) Fiorida 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 autimit 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." Falkine 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 SIDS 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 Sie.
  - A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Associate Superintendent, Bureau of Procurement and Materials Management, determines in writing that such action is in the best interest of the Board for reasons including, but not limited to:
  - 1. The Board no longer requires the supplies, services, or construction;
  - 2. The Board no longer can reasonably expect to fund the procurement;
  - A review of a valid protest flied by a bidder as may be determined by the administrative staff;
  - Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
  - When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facelinile 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 meson for cancellation; and

Ravised April 1999

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

#### N. 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, Oblision of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of tild opening. The bidder's name, the bid number, the bid tile 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 AWADDS

- 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 praceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may like 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, Fis.Stat. Petitions for hearings on protests pursuant to §120.569, Fig. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1,064. Protests fied 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 data of the purchase order. In the event that the successful bidder falls 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 detault, 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) rended times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been leaved or \$100, whichever is greater. Where no performance bond or check has been required, each swardee who falls to pay the liquidated demagns within 15 days after it is invoked shall bee eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Biddens that are

determined ineligible may request a hearing pursuant to \$120,569 , Fig. Stat., and School Board Rule 6Grt3-6C-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 workmership necessary for the proper execution and completion of the work by the Bidder. The bid documents shell not be construed to create an entitlement to any other scope of work except as specified herein

# VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIODERS ONLY)

- A. PURPOSE. A performance bond or check may be required to guarantee performance.
- B. BOHDING COMPANY. Performence 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 Seat's Insurance Reports of:

#### Contract Amount

#### Minimum Rating by A.M. Best

\$ 500,000.01 to \$ 2,500,000 \$ 2,500,000.01 to \$ 5,000,000 None 8 + or NA-3

No Minimum Class A- Class IV

\$ 5,000,000,01 to \$10,000,000 \$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 Peragraph 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 Marri- Dade County, Florida, a Performance Bond, Cashler'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 involces have been approved for payment.
- VII. SAMPLES. When bid samples are required, the buyer will notify bidder to submit samples of the Nerns 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 flam 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 dose not submit samples by the date and time indicated by the buyer. the bid submitted for that florn may not be considered for award.

Revised April 1989

- C. Bidder must obtain, from Materials Control Testing and Evaluation, a signed receipt actnowledging delivery of semples. Bidder shall include a self-addressed, stemped exectipe 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 displicate copy will remain with the filterol-Dade County Public Bidders receiving department as the file copy. Sidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.
  - D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS CONTROL TESTING AND EVALUATION
7040 Wast Fingler 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 litern(s) submitted compiles with the specifications requirements. If the litern(s) does not comply, the buyer will advise the bidder to contact the Materials Control Testing and Evaluation for further details.
- VIII. SUBSTITUTIONS. Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through the Bursau of Procurement and Materials Management, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

#### DC PACKAGING

- A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undernaged condition. The Board assumes no responsibility for damages of any tind incurred in transit.
- B. CONTAINER IDENTIFICATION. The following identification shall be printed, stendled 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, Floride, and other governmental agencies or political subdivisions within the State of Floride. 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 Floride Agency or political subdivision to re-bid any or all of these flams.
- XI. RECYCLING REQUIREMENTS, Mismi-Dade County Public Schools supports recycling and recommends the use of recyclind products where possible. Vendors are requested to submit a latter, along with their bid, inclosing 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. Mismi-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. Merchandles shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Scient. A delivery ticlust, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.
- B. RECEIVING INSPECTION AND TESTING. Delivered liems which do not fulfill all requirements will be rejected. Rejected liams 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 Psyable Section, P.O. Box 01-2570, Mami, 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. Hern 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, suthorized 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 involces 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 tavors of any kind, or of any value whatsoever, from vendors, members of their statis, 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(1) 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, decisived 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 SCARD MAY REJECT ANY IND FOR FAILURE BY THE SIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE IND PROPOSAL FORM, OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BIO.

THE SCARD BEING OF MIAMA-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid #120-BB06

# INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (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, attorneys' 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 Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

# **INSURANCE**

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. If the Vendor is not the installer of the equipment in question, then the Vendor must obtain evidence of the coverages referenced below from the Installer and submit evidence of such to the Office of Risk and Benefits Management. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

- Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles
  used in connection with the operations of the Vendor, in an amount not less than
  \$300,000 combined single limit per occurrence for bodily injury and property
  damage.
- 3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.
  - "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

(a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

OΓ

(b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 127
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries regarding these requirements should be directed to Ms. La-Chane Clark at 305-995-7133.

BID PROPOSAL FORM (FORMAT A)			TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA		
BID		BUYE		PAGE	
	120-BB06	i	G. Jackson		SC 1
TITLE			<del></del>	***	- N
			Hospital Equipment		i

MIAMI-DADE COUNTY PUBLIC SCHOOLS

## SPECIAL CONDITIONS

- 1. PURPOSE: The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for one (1) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement and Materials Management, may if considering to renew, request a letter of intent to renew from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
- 2. **SPECIFICATIONS:** If an item is to be considered as an equal to the specified item, <u>complete technical specifications</u>, <u>together with illustrative materials providing brand name and model number of the item, are requested to accompany bid. Non-compliance with this condition may cause the item not to be considered for award.</u>
- QUANTITIES: The quantities or usage shown on the Bid Proposal Form are estimates only. No guarantee or warranty is given or implied by the Board, as to the total amount that may or may not be purchased from the resulting contract(s). These quantities are for bidders' information only, to aid in determining whether they will be able to supply the amounts which may be required by the Board.
- 4. **AWARD:** Award of this contract will be made to the vendor who offers the total low price meeting specifications.
- 5. **DELIVERIES:** Delivery shall be completed within 45 days after receipt of purchase order. Deliveries will be made to various schools as indicated on each purchase order. For information contact Greg Jackson at 305-995-2345.
- 6. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school, shall be for one year or manufacturers' warranty, whichever is greater, including all parts and labor. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to the Board. Vendor agrees to repair equipment within five (5) days from receipt of request or provide a temporary replacement.
- 7. **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).

MIAMI-DADE COUNTY PUBLIC SCHOOLS					
BID PROPOSAL FORM (FORMA	(T A) TO: THE SCHOOL E	TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA			
BID	BUYER	PAGE			
120-BB06	G. Jackson		SC 2		
TITLE			12 \ 151		
	Hospital Equipment				

- 8. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the bid, M-DCPS requires that the vendor(s) have a current vendor application 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 <a href="http://procurement.dadeschools.net">http://procurement.dadeschools.net</a>.
- 9. OCCUPATIONAL LICENSE: Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County 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.

# The School Board of Miami-Dade County, Florida Bid #120-BB06 HOSPITAL FOURMENT

HOSPITAL EQUIPMENT BID PROPOSAL FORM (FORMAT B) Type or print in this box the PLEASE COMPLETE complete name of the bidder: ALL SHADED AREAS Bid # 120-BB06 NAME OF BIDDER: Title: Hospital Equipment Buyer: G. Jackson **ESTIMATED** PRICE **MANUFACTURER AND DESCRIPTION OF ITEM** QUANTITY | UNIT | PER UNIT MODEL NUMBER VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR Furnish, deliver and install complete hospital suites as specified herein. Items 1 through 4 to be awarded on a total low basis. Vendors must bid all items. Century Plus Bed 15 Each Hill-Rom model # K1400 or equal Comfortline Basic Mattress - 35" x 80" x 6" 15 Each Hill-Rom # P560 or equal Standard Overbed Table 15 Each Hill-Rom # P600-210 or equal Classic 3 Drawer Bedside Cabinet 15 Each Hill-Rom # P8203 or equal

ITEM

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# **Vendor Information Sheet**



1A.			<ol><li>Telephone/Fax/Contact Pe</li></ol>	erson
Fe	ederal Employer Identific	ation Number	•	
Or			Telephone number	
	Owner's Social Securit	y Number		
1B.			Fax number	
Name of Firm, Indi	ividual(s), Partners or Co	rporation		
			Contact Person	
	Street Addres	S		
City	State	Zip Code	E-mail address	<del>.</del>
			R	

# 3. Ownership Disclosure

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

Name	Title	 Gender	Race- ethnicity	Stock Ownership
	·	 -		
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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.