COMPLETE USING TYPEWRITER OR BALL-POINT PEN ONLY.

OF AUTHORIZED REPRESENTATIVE



School Board Administration Building 1450 Northeast Second Avenue Miami, Florida 33132 Direct all inquiries to the Bureau of Procurement and Materials Management.

BUYER NAMED:

R. Steel

PHONE: (305) 995-2344

TDD PHONE (305) 995-2400

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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.
- 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.
- ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:
 - A. Specifications
 - **B. Special Conditions**
 - C. Instructions To Bidders
- 2. FOR M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the M/WBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.
- C. BID PROPOSAL FORM defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate 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;
- A review of a valid protest filed 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.
- 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

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
- 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 writtenrequirements 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

Contract Amount

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

Contract Amount	Minimum Rating by A.M. Best
\$ 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. Clase 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.
- 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.

Revised April 1999

- 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. Miāmi-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. Quantities and Office
- 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(!) 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 BECOME PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SUPERINTENDENT OF SCHOOLS

Revised April 1999

BID	PROF	POSAL	FORM	(FORMA	174
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TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BID	192-AA11	BUYER	R. Steel	PAGE	SC
TITLE	Full Color Copiers, Digital Duplica Bid, Part II	tors, Digital Mult	tifunctional Devices and Document Imaging Systen	ns Catalog D	iscount

SPECIAL CONDITIONS

- 1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm educational discounts, for the purchase of estimated requirements for the items listed. The term of the bid shall be from the date of award through September 30, 2002, 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 awardee(s), prior to the end of the current contract period. The awardee(s) 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. **AWARD:** In order to meet the needs of the schools and departments, the award for each item/manufacturer will be made to up to three (3) vendors offering the highest fixed discount off the current manufacturers suggested retail price list and otherwise complying with all specifications, terms and conditions. Manufacturer's price lists shall be submitted with the bid. Failure to do so may result in the vendor's bid being considered non-responsive.

Where individual manufacturers have been awarded to multiple vendors, M-DCPS may request quotes from the awarded vendors, if it is considered to be in the best interest of the Board to do so.

Vendors are to be authorized full line dealers/distributors of the brands that are being bid and shall provide documentation from the manufacturer stating that authorization with the bid.

- 3. PRICES: Prices shall be submitted in the form of a discount off manufacturer's current suggested retail price list and shall include delivery, installation (which includes initial start-up supplies, except paper) and set-up for the ordering location. Even though the manufacturers suggested retail price may change throughout the year, the % discount must remain firm for the entire contract period. Price sheets will be required, during the contract period, as changes in prices occur. Vendors are required to state the maximum annual price increase percentage for supplies and service. Failure to state this percentage will result in a maximum price increase of zero (0) percent.
- 4. **NEW/UPGRADED PRODUCTS:** Percentage of discount off the current manufacturers suggested retail price list, shall include new products.
- 5. **PRICE LIST UPDATES:** The successful bidder(s) will provide updated copies of the current manufacturer's suggested retail price list to the Bureau of Procurement Management when requested. Failure to submit updated price lists, when requested, may result in termination of the contract.
- 6. **AUTHORIZED DEALER:** All bidders shall provide a letter from each manufacturer they are bidding, indicating that they are a full line authorized dealer/distributor for that manufacturer. Failure to provide this letter may cause the item not to be considered for award.

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

BID	192-AA11	BUYER	R. Steel	PAGE	SC2
TITLE	Full Color Copiers, Digital Duplic Bid, Part II	ators, Digital Muli	tifunctional Devices and Doc	ument Imaging Systems Catalog I	Discount

SPECIAL CONDITIONS CONTINUED

7. **ESTIMATED QUANTITIES:** This estimated amount is given only as a guideline for preparing the bid and should not be construed as representing any actual amount to be purchased under the contract.

8. ACCEPTABLE EQUIPMENT:

- A. Bid shall be for new equipment and newly manufactured (newly serialized) units only, i.e. units which have not been previously used in any way and are being actively marketed by the vendor or are designated as newly manufactured by BLI. Refurbished, rebuilt, reconditioned, used, shop worn, demonstrator, prototype equipment or other equipment of this kind are not acceptable and will be rejected.
- B. Equipment that appears as "not recommended" by Buyers Laboratory, Inc. will not be considered for award (acquisition).
- C. It is understood that the Board will benefit from and vendors shall install any revisions, alterations, additions, technical improvements, or necessary modifications in the units offered, while these units are in service within Miami-Dade County Public Schools, at no additional cost.
- D. At the request of the School Board, the successful vendor must dispose of any equipment being replaced at no cost to the Board. No trade-in value will be considered for bid submittal purposes.
- E. Contract Supplies: Equipment acquired under this contract shall function properly when using Miami-Dade County Public Schools contract paper and supplies, and shall deliver legible, dry flat, non-smudgeable copies in a trouble free manner and with a minimum downtime as verified by the equipment log. Miami-Dade County Public Schools contract offers various grades of bond papers, i.e., plain bond, and dual purpose and xerographic in recycled content and virgin papers.
- 9. **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.
- 10. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for 90 days 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.

11. LEASE PROVISIONS:

A. Miami-Dade County Public Schools will be authorized to enter into a lease with an option to purchase agreement for equipment by issuance of a purchase order referencing the bid number. The manufacturer or dealer's lease agreement form will be considered, subject to review and approval by the School Board attorney's office.

BID PROPOSAL FORM (FORMAT A)

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

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BID	192-AA11	BUYER	R. Steel	PA	AGE	SC3	
TITLE	Full Color Copiers, Digital Duplic Bid. Part II	ators, Digital M	Multifunctional Devices and D	Occument Imaging Systems (Catalog D	iscount	

SPECIAL CONDITIONS CONTINUED

- B. Lease agreements shall be effective on the date of acceptance of the equipment. The date of acceptance is that date on which the equipment is installed at the agreed upon location and the equipment is certified ready for use by the contractor and accepted by the user as installed and in good working order.
- C. Lease agreements shall terminate upon completion of the specified lease agreement period. Unless cancelled, pursuant to cancellation section, the option of purchase may be exercised by the School Board at the regular scheduled termination of the lease. A purchase order in the amount of the buy-out price may be issued. Unless so notified, the vendor is requested to pick-up the equipment within 10 working days after the last day of the lease period, if the buyout option is not exercised. The successful vendors are required to advise schools/departments at lease 30 days prior to the end of the lease.
- D. The School Board is not responsible for risks of loss or damage to any leased equipment. The School Board is not responsible during the transporting of the equipment, the installation of the equipment, nor during the entire time of possession of the equipment by M-DCPS, except when the loss or damage is due to the fault or negligence of M-DCPS, in accordance with the Insurance and Indemnification Form included with this bid.
- E. Lease prices submitted with this bid shall remain firm throughout the lease period selected by the purchaser, pursuant to lease term section. This shall apply to all lease agreements initiated by issuance of a purchase order at any time prior to expiration date of the contract resulting from this bid. The "Buyout Amount" must show a specific dollar amount. (Advance written lease buyout notification will be required).
- F. Cancellation will be permitted if sufficient funds have not been allocated to continue the lease of the equipment. Thirty (30) days written notice will be required before cancellation, and will not imply any penalty or expense to M-DCPS, except as to the portions of lease payments agreed upon and for which funds have been appropriate and budgeted. There will be no early termination charges from the awarded vendor for canceling service/maintenance during the year. An example of this would be where a machine is traded-in, in January and a maintenance/service purchase order covers a period up to June 30 of that calendar year, then there shall be no penalty for canceling maintenance in January. In addition, there will be no additional paperwork required.

12. SERVICE/MAINTENANCE:

- A. In the service plans offered vendor must either state a fixed price and/or stipulate a maximum percentage (%) increase over the expected life of the equipment. Vendor shall maintain the equipment(s) performing up to manufacturer's standards. Service calls will be responded to within 4 working hours; working hours are defined as 7:30 AM 5:00 PM except Saturdays, Sundays and holidays. A loaner of similar specifications must be provided, at no additional charge, if the equipment is not in good working condition within 2 working days of request for service.
- B. The invoice for service will be reduced by one-thirtieth (1/30) of the monthly base charge for each day that the equipment is inoperable and there is no loaner available beginning after the expiration of 2 working days. Downtime in excess of 4 working days will be cause for determining default.

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

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BID	192-AA11	BUYER	R. Steel		PAGE	SC4
TITLE	Full Color Copiers, Digital Duplic Bid, Part II	ators, Digital M	ultifunctional Devices and D	Ocument Imaging Syst	ems Catalog	Discount

SPECIAL CONDITIONS CONTINUED

- C. By signing this bid the bidder certifies:
 - 1. They have the capability of servicing the equipment on which their bid is submitted.
 - 2. Its' local dealers and service representatives are authorized dealers and service representatives, for each equipment being bid.
 - 3. Service and replacement parts will be available for the expected life of the equipment or the lease term.
- D. Vendors should submit proof that the local dealers are an authorized dealer and service representative of the equipment being bid. Failure to provide this information may result in the vendor(s) not being recommended for the bid award.
- E. A service log will be included with each machine and must be maintained by the vendor. The vendor will state the "cause of breakdown". Should the School Board determine the cause of the service call be to an operator error or misuse by the user, "down time" of that service call related to operator error will not be a factor in determining satisfactory machine performance.
- F. Vendors shall provide, upon request and at no cost to M-DCPS, service reports within 15 days of the request.
- G. Service prices shall include full coverage service including preventative maintenance, all service calls and replacement of all defective or worn parts. Service price increases per year shall not exceed the percentage stated on the bid form by the vendor.
- 13. **TRAINING:** The supplier will schedule sufficient training sessions to adequately instruct personnel in the use of equipment. This is to be performed after installation and prior to actual operation. Each machine delivered shall also include a user's manual. Additional training periods will be provided at no additional cost.
- 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, in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the School Board of Miami-Dade County 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.

BID PROPOSAL FORM (FORMAT A)

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

BID	192-AA11	BUYER	R. Steel	P	PAGE	SC5
TITLE	Full Color Copiers, Digital Duplic Bid, Part II	ators, Digital N	Multifunctional Devices and Do	cument Imaging Systems	Catalog	Discount

SPECIAL CONDITIONS CONTINUED

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 may otherwise have under this contract, with respect to defects other than year 2000 performance.

15. **SITE VISIT:** Upon receipt of a purchase order each vendor shall perform a site walk through to determine and discuss with the site administrator space availability, appropriate electrical / power requirements and any other issue affecting the installation and placement of the equipment ordered. Detailed written electrical information, including a picture of the required outlet and the need of a dedicated outlet shall be provided to the site administrator. M-DCPS will provide each vendor with the appropriate M-DCPS maintenance contact telephone number, which would then be provided by the vendor to the site location.

16. FORMAT OF BID SUBMITTALS:

- A. Service costs must be stated separately. Supply costs for the life of the equipment, may be included in the purchase or lease price. Package plans, i.e. plans bundling service (maintenance) and supply costs will not be considered for award.
- B. Price lists, brochures and/or catalogs should provide full product information. Submittals accompanying a vendor's bid are considered a part of the bid.
- 17. **INSURANCE REQUIREMENTS:** 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), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
- 18. **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.
- 19. **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).

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 #192-AA11

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. Failure to submit a fully completed, original 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.
- 2. 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.
- 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.

or

(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 Mr. Robert Newell at 305-995-7133.

Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaging Systems
Catalog Discount Bid, Part II

BID PROPOSAL FORM (FORMAT B) Type or print in this box the PLEASE COMPLETE complete name of the bidder: ALL SHADED AREAS Bid #192-AA11 NAME OF BIDDER: Title: Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaginmg Systems Catalog Discount Bid, Part II Buyer: R. Steel Discount ITEM **DESCRIPTION OF ITEM** Percentage VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN NINETY DAYS Please indicate below, for each line item, the percentage (%) discount off current manufacturers suggested retail price list. All prices shall include delivery to the user location, installation, (which includes initial start up supplies, except paper) set-up, on-site training and removal changes (if applicable). Even though the manufacturers suggested retail price may change throughout the contract, the % discount must remain firm for the entire contract period. Note: Items B, C and D for each line item are for information purposes and will not be Vendor is to indicate the maximum annual percentage increase for maintenance/service used for award determination. (As per special conditions - award is based on percentage and supplies. A blank space shall mean 0% of discount on purchase only). increase. **Full Color Copiers:** KYOCERA A. Purchase of new equipment B. Supplies % increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. Terms: 48 and 60 months). Interest Rate: GESTETNER A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. 48 and 60 months). Interest Rate: LANIER A. Purchase of new equipment % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, Terms: 48 and 60 months). Interest Rate:

	Type or print in this box the complete name of the bidder:	200000	PLEASE COMPLETE
	Bid #192-AA11		ALL SHADED AREAS NAME OF BIDDER:
	Title: Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaginmg Systems Catalog Discount Bid, Part II		NAME OF BIDDER.
	Buyer: R. Steel		
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	 D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36 48 and 60 months). 		Terms:
5	PANASONIC A. Purchase of new equipment B. Supplies C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee)	% %	% Increase Yearly maint/service fee/rate \$
	D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months).		Terms:
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- 14	SCITEX		
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	 D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months). 		Terms:

	Type or print in this box the complete name of the bidder: Bid #192-AA11		PLEASE COMPLETE ALL SHADED AREAS
	Title: Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaginmg Systems Catalog Discount Bid, Part II		NAME OF BIDDER:
	Buyer: R. Steel		
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	SHARP A. Purchase of new equipment B. Supplies C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months).	% %	% Increase Yearly maint/service fee/rate \$ Terms: Interest Rate:
12	XEROX A. Purchase of new equipment B. Supplies C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months).	%	% Increase Yearly maint/service fee/rate \$ Terms: Interest Rate:

Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaging Systems
Catalog Discount Bid, Part II

BID PROPOSAL FORM (FORMAT B) Type or print in this box the PLEASE COMPLETE complete name of the bidder: **ALL SHADED AREAS** Bid #192-AA11 NAME OF BIDDER: Title: Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaginmg Systems Catalog Discount Bid, Part II Buyer: R. Steel Discount ITEM DESCRIPTION OF ITEM Percentage **DIGITAL/STENCIL DUPLICATORS:** 13 A.B. DICK A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. Terms: 48 and 60 months). Interest Rate: **GESTETNER** A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36 48 and 60 months). Interest Rate: HEYER A. Purchase of new equipment % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months). Interest Rate: NASHUATEC A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, Terms: 48 and 60 months). Interest Rate: _ RISOGRAPH A. Purchase of new equipment B. Supplies C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$_ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. 48 and 60 months). Interest Rate:

Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaging Systems
Catalog Discount Bid, Part II

BID PROPOSAL FORM (FORMAT B) Type or print in this box the PLEASE COMPLETE complete name of the bidder: **ALL SHADED AREAS** Bid #192-AA11 NAME OF BIDDER: Title: Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaginmg Systems Catalog Discount Bid, Part II Buyer: R. Steel Discount ITEM **DESCRIPTION OF ITEM** Percentage 18 SAVIN A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. 48 and 60 months). Interest Rate: __ STANDARD A. Purchase of new equipment B. Supplies % Increase Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$_ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. Terms: 48 and 60 months). Interest Rate: **DIGITAL MULTIFUNCTIONAL DEVICES: GESTETNER** A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$_ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36 Terms: 48 and 60 months). Interest Rate: LANIER A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$_ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months). Interest Rate: MITA A. Purchase of new equipment B. Supplies % increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. 48 and 60 months). Interest Rate:

Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaging Systems
Catalog Discount Bid, Part II

BID PROPOSAL FORM (FORMAT B) Type or print in this box the PLEASE COMPLETE complete name of the bidder: **ALL SHADED AREAS** Bid #192-AA11 NAME OF BIDDER: Title: Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaginmg Systems Catalog Discount Bid, Part II Buyer: R. Steel Discount ITEM DESCRIPTION OF ITEM Percentage 23 PANASONIC A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, Terms: 48 and 60 months). Interest Rate: PITNEY BOWES A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36 48 and 60 months). Interest Rate: SAVIN A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36 Terms: 48 and 60 months). Interest Rate: SHARP A. Purchase of new equipment B. Supplies % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$_ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. 48 and 60 months). Interest Rate: XEROX A. Purchase of new equipment % Increase C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee) Yearly maint/service fee/rate \$ D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36. Terms: 48 and 60 months). Interest Rate:

	BID PROPOSAL FORM (FORMAT B)		
	Type or print in this box the complete name of the bidder:		PLEASE COMPLETE ALL SHADED AREAS
	Bid #192-AA11		NAME OF BIDDER:
	Title: Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaginmg Systems Catalog Discount Bid, Part II		
	Buyer: R. Steel	1	
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	D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months).		Terms:
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	D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months).		Terms:
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	BID PROPOSAL FORM (FORMAL B)			
	Type or print in this box the complete name of the bidder:		PLEASE COMPLETE ALL SHADED AREAS	
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	Title: Full Color Copiers, Digital Duplicators, Digital Multifunctional Devices and Document Imaginmg Systems Catalog Discount Bid, Part II			
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34	STANDARD			
	A. Purchase of new equipment	%		
	B. Supplies	%	% Increase	
	C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee)		Yearty maint/service fee/rate \$	
	 D. Lease (Vendor to indicate the terms and interest rate offered. Acceptable terms are 36, 48 and 60 months). 		Terms:	
	DOCUMENT IMAGING SYSTEMS			
	XEROX			
	A. Purchase of new equipment	%		
	B. Supplies	%	% increase	
	C. Maintenance/Service (Vendor to indicate yearly maintenance/service fee)		Yearly maint/service fee/rate \$	
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