



BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Direct all inquiries to Procurement Management Services.

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER: _____

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on _____ in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for _____ days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

I. BIDDER CERTIFICATION AND IDENTIFICATION

- A. 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.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES NO

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond Check (Cashier's, Certified, or equal)

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink, do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **Fax No.** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

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

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. Defines conditions of the bid.

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

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

2. FOR 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 his/her 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 *X. Packaging*.

2. 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.

3. 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. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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

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

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

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 the 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 Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids 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 Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for 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 his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

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

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. 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 rebids. 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.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. 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 to be in default of the contract and subject to the default provisions stated in Section VI. F.

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent 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 or (2) 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 Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

G. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

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

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

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

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

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her 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

VIII. 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.

C. Bidder must obtain, from Materials Testing and Evaluation, 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 TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

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. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. 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 Procurement Management Services, 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.

X. PACKAGING

A. 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. 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)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami 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 rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

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

XIII. ENVIRONMENTAL PRODUCTS

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

XIV. 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, P.O. Box 01-2570, Miami, 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. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on 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. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her 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 Assistant Superintendent, Procurement Management Services, 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 Board 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.

XVII. COMPLIANCE WITH LAWS - Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with

Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

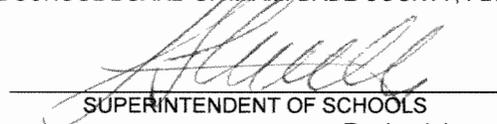
XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

XXIII. ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: _____
BID TITLE: _____
BID OPENING DATE: _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.

We cannot meet the specifications nor provide an alternate equal product.

Our company is simply not interested in bidding at this time.

OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____

Title _____

Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____ Street Address

_____ City State Zip Code

2. Telephone/Fax/Contact Person

_____ Telephone number

_____ Fax number

_____ Contact Person

_____ E-mail address

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 the chief **officer**, director, or owner who holds, directly or indirectly the majority 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	Address	Gender	Race-ethnicity	Stock Ownership

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>

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 033-JJ12	BUYER H. Eschbach C.P.S.M.	PAGE SC 1
TITLE PRINTERS: CONSUMABLES: OEM, COMPATIBLE & REMANUFACTURED		

SPECIAL CONDITIONS

- PURPOSE:** The purpose of this bid is to establish a contract, with approved vendors, for the purchase of Printer: Consumables, OEM, Compatible and Remanufactured for Miami-Dade County Public Schools. The term of the bid shall be from date of award, through December 31, 2010, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee(s), be extended for three (3) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services may, if considering extending request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to this condition by signing its bid.
- AWARD:** The bid will be awarded to three (3) responsive and responsible vendors, for each group (Primary, First Alternate, Second Alternate), offering the lowest total discounted prices on the items listed per Group for OEM, Compatible and Remanufactured Toners. A maximum of 3 vendors per Group will be awarded. Submissions will be evaluated and ranked from low to high per Group using a weighted factor based on the districts previous usage. The top three, offering the lowest total discounted prices, meeting all requirements per Group, will be awarded.

Section A: OEM

- Group 1 – Brother
- Group 2 – Canon
- Group 3 – Epson
- Group 4 – Dell
- Group 5 – HP
- Group 6 – Lexmark
- Group 7 – Xerox
- Group 8 - Infoprint

Section B: COMPATIBLE

- Group 1 – Brother
- Group 2 – Canon
- Group 3 – Epson
- Group 4 – Dell
- Group 5 – HP
- Group 6 – Lexmark
- Group 7 – Xerox
- Group 8 - Infoprint

Section C: REMANUFACTURED:

- Group 1 – Brother
- Group 2 – Canon
- Group 3 – Epson
- Group 4 - HP
- Group 5 - Lexmark
- Group 6 - Dell

The bidders are required to respond to all items in a Group to be considered for award in that Group. In the event of a discrepancy in manufacturer code(s) and/or packaging on the electronic format or bid form posted, the

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TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 033-JJ12	BUYER H. Eschbach C.P.S.M.	PAGE SC 2
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bidder(s) shall so indicate on the printed copy, which will be used for the evaluation.

Pricing solicited for items listed, will be firm for 180 days after award and will be used for the initial posting to the Districts Shopping Cart, e-catalog or other e-procurement sites, as deemed appropriate. Only the Primary vendor will be used for the posting. If the primary awardee fails to perform under the terms and conditions of the contract, the First Alternate awardee will be contacted. Price quotes submitted by Primary and First Alternate and Second Alternate after the initial 180 days and during any extension period will determine the low bid status for that quote period, as defined in the Request for Quote, after the initial 180 days. The Board reserves the right to issue Request for quotes during the initial 180 day period for specific projects, if deemed in the best interest of the Board. Request for Quotes, for future needs, will be solicited, from the list of awarded vendors, per Group.

3. **ESTIMATED QUANTITIES:** The factored quantity shown on the Bid Proposal Form, illustrate a comparison of M-DCPS usage of items specified and will be used to factor bid prices to determine the total low bid. They do not indicate the total quantity of an item to be purchased during the contract term. No guarantee is expressed or implied, as to the quantities that will be used during the contract period. A recap is attached to this bid that reflects the purchases from the Districts Shopping Cart from February 2005 through February 2006. The quantity does not include purchases made via Credit Card or through MSAF Purchase Orders.
4. **PRE-BID CONFERENCE:** A pre-bid conference will be held March 4, 2009 at 9:00 am in Lecture Room #1 at Information Technology Services, 13135 SW 26 Street, Miami, FL 33175. Pre-Bid Conference attendance by the bidder or his qualified representative is highly recommended for bid acceptance.
5. **NON-EXCLUSIVITY:** MDCPS reserves the right to procure the items herein described in any manner it sees fit, including, but not limited to, awarding of other contracts, and use of contracts awarded by GSA, the State of Florida, any other county or municipality, or authorized contract, whichever is considered to be in the best interest of the Board.
6. **REQUEST FOR QUOTATION PURCHASE:** The awarded bidder(s) shall be approved to participate in Request for Quotations as required. The awarded bidder(s) shall be invited to offer a fixed price for item(s), as specified. These prices must remain fixed and firm as per the Request for Quote (RFQ). Awarded vendor(s) will be placed in a database and shall be contacted via fax, letter, E-mail or other electronic methods for quotes. All awarded vendors(s) will be invited to offer quotes. Results may be posted to the Internet and District Shopping Cart. Schools and District Offices will utilize these prices to make selections based on the specifications required at their site.
7. **ACQUISITION/POSTING AUTHORIZED PRODUCT:** Awarded product will be posted on the Districts web and/or Shopping Cart. Awardees will be requested, upon notification, to:
 - Supply electronically, in a format to be determined by M-DCPS, information that may include:
 - Thumbnail or full size pictures in .jpg format, and descriptive text in a downloadable file.
 - Develop a unique section, at the vendor's web site, an on-line catalog, from which the district will create requisitions and upon approval generate purchase orders or P-Card transactions.
 - Provide a billing arrangement that may allow for electronic submission of invoices

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

8. **DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB destination to any point within thirty (30) days after receipt of purchase order. Vendors must notify the Buyer of any potential delivery delays or delays in availability of product. Evidence of inability to deliver or intentional delays may cause termination of contract. It shall be the responsibility of the successful bidders to include inside delivery with every unit.
9. **PRODUCT APPROVAL:** Prior to award, vendors may be required to submit samples for testing and approval by

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 033-JJ12	BUYER H. Eschbach C.P.S.M.	PAGE SC 3
TITLE PRINTERS: CONSUMABLES: OEM, COMPATIBLE & REMANUFACTURED		

Information Technology Services or Materials Testing and Evaluation. If requested, two units, as specified in the attached documentation, for each unit submitted for consideration, shall be delivered to ITS for testing. Samples will be supplied to the District at no charge.

10. **SAMPLES:** Samples, if required, shall be delivered within **(10) ten days** after request to the address listed in the Notice for Sample received by the vendor. Samples not received within the ten (10) days may be considered non-responsive, and bidder and/or item may not be recommended for award. Samples will be submitted at no charge to the District and will be made available for sixty- (60) days.
11. **MANUFACTURERS/AUTHORIZED DEALER CERTIFICATION:** If bid is being submitted by other than the manufacturer, a manufacturer's certification, if applicable, that bidder is an authorized dealer, of product, may be required. Failure to submit this letter at time of bid, or within five (5) days of request, may result in the bid not being considered for award.
12. **OEM/COMPATIBLE/REMANUFACTURED SUPPLIES:** This bid shall be for new OEM, Compatible and Remanufactured supplies authorized for sale in the U.S. market. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used, shopworn, demonstrator or prototype cartridges is not acceptable and will be rejected if OEM and/or Compatible consumables are requested. All vendors must participate with all manufactures requests for information of all district purchases of all consumables for the purpose of providing reimbursements back to the district. **Failure to comply with this condition may cause the bidder(s) not to be awarded any new business and be in default for non-compliance.**
13. **COMPATIBLE TONER CARTRIDGE DEFINITION:** Compatible toner cartridges as it is used herein will mean that a toner cartridge can be used in the specific equipment listed and that it is not genuine OEM Manufacturers Brand. Compatible toner cartridges shall mean 100% brand new, but generic or aftermarket. No refurbished, recharged or refilled cartridges will be accepted. Vendor guarantees that the compatible toner cartridges will provide high-quality, crisp, dark printouts with no streaking, banding or fading of test and images.
14. **ISO 9001 FACILITY:** The awarded vendor must guarantee that all compatible toner cartridges supplied to MDCP-S are from an ISO 9001 Certified facility. **Only ISO 9001 facility compatible cartridges will be accepted.**

MDCP-S may at any time request from the awarded vendor documentation proving that the compatible toner cartridges are being manufactured in an ISO Certified facility. If it is discovered that the awarded vendor is not supplying ISO 9001 Certified factory cartridges, the vendor's contract will be terminated immediately.
15. **REMANUFACTURED SUPPLIES:** Must be authorized for sale in the U.S. market. Remanufactured Cartridges must include all of the following:
 - A. **GENERAL REQUIREMENTS:** Bidder shall furnish remanufactured toner cartridges that have been fully remanufactured to specifications equal to, or exceeding original equipment manufacturer's (OEM) cartridge standards of quality and performance and approved remanufactured toner cartridge industry standards. Toner cartridges furnished to this specification shall meet or exceed the latest remanufactured toner cartridge standards and must be a Standardized Test Methods Committee (STMC) certified company or supply toners from a STMC certified company. Bidder shall certify that its remanufactured toner cartridges have been tested in accordance with the above standards and guidelines and that its cartridges have met or exceeded those tests. Vendor must indicate the same certified company name on the last page of format B.
 - B. **CARTRIDGE REMANUFACTURING PROCESS:** The District defines the term "remanufactured" as including, at a minimum, the following: Assessment to determine if the toner cartridge can be remanufactured. Complete disassembly of toner cartridge to thoroughly clean and check all internal and external components against the original manufacturer's specifications. Worn, damaged, or end of life-cycle components must be replaced. Replacement of the original OEM drum with a new drum (which may include an extended life-drum). If the returned toner cartridge is equipped with an extended-life drum; bidder shall inspect it, clean it, or replace it with a new extended-life drum or new after market drum. Replacement of all seals with an OEM-type heat

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seal, card seal, or pressure sensitive seal. Replacement of the primary charge roller (PCR) with a re-coated or new PCR. Replacement of wiper blade meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges. Replacement of any parts not meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges. Filling of toner cartridge meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges. Chemically cleaning or replacing the corona wire assembly (where applicable). One fuser wand (where applicable) with high temperature resistant felt wiper and one cotton swab shall be provided with each toner cartridge. The hopper shall be filled to capacity with new toner meeting or exceeding OEM standards. Bidder shall indicate in this bid the original manufacturer(s) and part number(s) of toner supplied. A toner hopper seal/separator meeting or exceeding OEM standards shall be inserted to prevent spillage of toner during shipping.

- C. **CARTRIDGE PACKAGING:** Bidder shall clearly label each toner cartridge with the manufacturer's/supplier's name and cartridge model number. Each toner cartridge shall be packaged in an anti-static moisture proof bag and either heat-sealed or zip-locked, meeting or exceeding OEM standards. The cartridge shall then be placed in a protective cradle prior to being packaged in an external carton. The external carton and packaging of the toner cartridge shall protect the cartridge from damage during shipping. Packaging for the toner cartridges shall be constructed to permit users to re-package spent cartridges for return to bidder. It is desirable that all corrugated packaging contain a minimum of 35% post-consumer recycled content. The external carton or an internal shipping invoice shall identify toner cartridge type (make and model), the bidder's name, address and telephone number, and the purchase order number. All cartridge boxes or internal shipping invoices will also bear the date of remanufacture and use by date for shelf life and inventory purposes.
- D. **CARTRIDGE TESTING:** All cartridges are to be tested after remanufacturing by installing the cartridge in an applicable printer, running and inspecting test copies. It is desirable that a copy of a test page be included with the finished product. Bidders shall also provide to buyer at least five cartridges from the items listed in this solicitation for testing and evaluation by buyer, at the request of buyer.
- E. **DEFECTIVE CARTRIDGES:** All defective toner cartridges will be returned to the bidder at bidder's expense. Bidder shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the buyer's location. A diagnostic analysis shall be performed to determine the cause of the problem for any toner cartridge returned by the buyer. The diagnostic analysis report shall be delivered to the buyer within ten (10) business days. If the analysis determines that the toner cartridge failed, a replacement remanufactured cartridge shall be provided at no expense to the buyer within ten (10) business days from completion of analysis. Replacement cartridges shall be properly marked as replacements and identified by the purchase order number. If the buyer has continued uncorrected problems with a particular model, or if there are page yields consistently below OEM standards or approved manufactured toner cartridge industry standards, the buyer may cancel the cartridge mode from the contract. If the toner cartridge defect rate exceeds three (3%) percent of all cartridges utilized within any six-month period, the District reserves the right to remove vendor from bid.

- 16. **AREA REPRESENTATIVE:** Bidder(s) must indicate in the space provided, the name, address, and phone number of the vendor representative who may make periodic scheduled visits to the schools and departments and who will be available, upon request, to resolve billing and delivery problems.
- 17. **LABELING:** Label should be affixed in an easy to view area on the outside of the inkjet/toner cartridge. It is requested to clearly indicate the Manufacturer, part number and serial number or production control if available and/or date of manufacture.
- 18. **WARRANTY:** The warranty, after product installation by the school or department, shall be for **six (6) months** on-site. The vendor is to ensure that product shipped to the district is within warranty, end-of warranty and install by

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requirements of the manufacturer. All warranty claims require a 24-hour response time. If product defect results in damage to District owned property, vendor will be responsible for repair, or replacement, if repairs cannot be made. Repairs must be completed within three days, or the vendor may be considered in default of the contract. A detailed description of all repair work shall be provided to the end user after the work is completed. When performing any work at a school site, service personnel must check in at the main office prior to commencement of work. If equipment cannot be repaired at the site, the vendor will provide shipping materials, shipping instructions, call tags and pay all shipping charges.

19. **PUBLIC RECORDS LAW:** It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Invitation to Bids in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to a solicitation, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.
20. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and may lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.
21. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at, <http://procurement.dadeschools.net/>
22. **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.
23. **INVOICING AND PAYMENT:** Invoices are requested to contain the purchase order number, contract number, quantity, unit description, quote number (if applicable) and price. Any deviation from this requirement may be grounds for termination of the contract. The payment terms of the District are net 45 days after receipt and acceptance of item(s). Vendor may be requested to provide electronic submission of invoices in a format to be determined by the District.
24. **CREDIT CARDS:** Some orders may be placed utilizing a district issued credit card as the form of payment. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours) and eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number or as per any future district requirements as promulgated. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery.

Vendor must be able to provide level three (III) reporting on transactions to the credit card company utilized by the

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district and/or provide a monthly transaction file (in a format to be determined by MDCPS) and to include at a minimum the following information:

- Site/School
- Mfg
- Product Name
- Product Number
- Quantity Purchased
- Price Paid
- Transaction Information including date

25. **BID ADDENDUMS OR QUESTIONS AND ANSWERS:** All bidders should monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information, is as follows: <http://procurement.dadeschools.net> (then click on) Current Bids/RFP's Under the Cone of Silence.

26. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification, or information regarding this bid must be requested, in writing, by FAX or E-mail to:

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

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

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

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS MARCH 10, 2009 TO ALLOW MDCPS SUFFICIENT TIME TO ADDRESS ALL RECEIVED INQUIRIES

27. **BID SUBMISSIONS:** Vendor is requested to provide one (1) original and one (1) copy of bid proposal. Additionally, vendor is to provide a copy of the excel file on Jump Drive or CD with Bid Package. File to be completed may be downloaded at <http://procurement.dadeschools.net> (then click on) Current Bids/RFP's Under the Cone of Silence. Bids will be accepted until the time and date indicated on the Bidders Qualification Form, in Room351, of SBAB, 1450 NE 2nd Ave, Miami, FL 33132. Bids and or files will not be accepted by E-Mail. Bidders are required to submit, with their bid package, all information requested in the attached specifications. Failure to provide documentation with the bid may result in the bid not being considered for award. Requested information includes, but is not limited to:

- Bidders Qualification Form.
- Bid Proposal Form.
- Vendor Information Sheet.
- Manufacturers Certification, if applicable, that bidder is an authorized dealer of product submitted.
- In order to facilitate the evaluation, vendors are requested to submit the excel file on jump drive in addition to the hard copy of the Bid Proposal Form.

28. **ERASURES AND CORRECTIONS:** When filling out the Bid Proposal Form, bidders are requested to use a typewriter or complete the proposal in ink.

- a. Use of pencil is prohibited.
- b. Do not erase or use correction fluid to correct error.

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c. 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) and ineligible for award.

The following is a recap of printer consumable purchases for Feb 2005 through Feb 2006. The qty indicated is only for purchases through the Districts shopping cart and does not include quantities purchased through credit card or MSAF Purchase Orders. There is no guaranteed implied as to the quantities to be purchased in the future.

Items are listed in Alpha Numeric Order

Product	Qty Purchased
016-1903-01,CARTRIDGES	1
016-1904-01, CARTRIDGES	1
016-1905-01, CARTRIDGES	1
016-1947-00	2
016-1977-00, CARTRIDGES	1
016-1978-00, CARTRIDGES	1
016-1979-00, CARTRIDGES	1
016-1980-00, CARTRIDGES	2
016-2001-00	4
016-2002-00 ,CARTRIDGES	4
016-2003-00 ,CARTRIDGES	4
016-2004-00 ,CARTRIDGES	4
016-2005-00 ,CARTRIDGES	2
016-2006-00	3
016-2007-00 ,CARTRIDGES	3
016-2008-00 ,CARTRIDGES	4
016-2045-00 ,CARTRIDGES	1
016-2046-00 ,CARTRIDGES	1
016-2047-00 ,CARTRIDGES	1
108R00605, Cyan Solid Ink, 3 Stick	33
108R00606, Magenta Solid Ink, 3 Stick	34
108R00607, Yellow Solid Ink, 3 Stick	35
108R00608, Black Solid Ink, 6 Stick	34
113R00173	4
113R00195	4
12A1970	35
12A1975	67
12A5840	6
12A7400	6
12A7405	15
12A8400	6
12B0090	3
12N0768	2
12N0769	1

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Items are listed in Alpha Numeric Order

Product	Qty Purchased
12N0770	1
12N0771	2
13T0101	52
1491A002AA, TONER	128
1492A002AA, E20 TONER	13
15G041C	6
15G041K	5
15G041M	6
15G041Y	6
15M0120	68
15M0125	65
15W0900	2
15W0901	1
15W0902	1
15W0903	4
15W0905	1
15W0906	3
15W0907	1
17G0050	83
18L0032	38
18L0042	22
24035SA	18
41963601, TONER	1
41963602, TONER	1
41963603, TONER	1
41963604, TONER	2
51629A	96
51641A	28
51645A	1097
51649A	42
6812A001AA, L50 TONER	26
8141CTO 02	10
92298A	156
92298X	82
960, CARTRIDGES	11

The following is a recap of printer consumable purchases for Feb 2005 through Feb 2006. The qty indicated is only for purchases through the Districts shopping cart and does not include quantities purchased through credit card or MSAF Purchase Orders. There is no guarantee implied as to the quantities to be purchased in the future.

Items are listed in Alpha Numeric Order

Product	Qty Purchased
C1823D	151
C1823T	21
C3903A	123
C3906A	27
C4092A	122
C4096A	245
C4127X	211
C4129X	25
C4149A	3
C4150A	4
C4151A	4
C4152A	4
C4153A	3
C4191A	21
C4192A	21
C4193A	21
C4194A	22
C4195A	22
C4196A	5
C4197A	2
C4800A	1
C4801A	2
C4802A	2
C4803A	1
C4810A,CARTRIDGES	3
C4811A,CARTRIDGES	6
C4812A,CARTRIDGES	6
C4813A,CARTRIDGES	6
C4836AN, CARTRIDGES	37
C4837AN, CARTRIDGES	18
C4838AN, CARTRIDGES	10
C4841A	3
C4842A	4
C4844A	74
C4911A	8

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Items are listed in Alpha Numeric Order

Product	Qty Purchased
C4912A	8
C4913A	8
C5010DN,CARTRIDGES	46
C5011DN,CARTRIDGES	71
C5016A	2
C5019A	2
C5020A	2
C5021A	2
C6578AN,CARTRIDGES	165
C6578DN,CARTRIDGES	823
C6614DN,CARTRIDGES	76
C6615A,CARTRIDGES	32
C6615DN,CARTRIDGES	743
C6625AN,CARTRIDGES	246
C6656AN, Cartridge	970
C6657AN, Cartridge	645
C6658AN, Cartridge	133
C71159A	42
C7115A	131
C7115X	196
C8061X	53
C8550A, Cartridge	5
C8551A, Cartridge	4
C8552A, Cartridge	4
C8553A, Cartridge	4
C8727AN,CARTRIDGES	161
C8728AN,CARTRIDGES	113
C8765WN,CARTRIDGES	39
C8766WN	62
C8767WN,CARTRIDGES	120
C9363WN,CARTRIDGES	73
C9700A	9
C9701A	11
C9702A	11
C9703A	11

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Product	Qty Purchased
C9704A	3
C9720A	54
C9721A	46
C9722A	39
C9723A	44
C9730A	24
C9731A	22
C9732A	19
C9733A	20
DR510	5
FX6	4
LC41BK, TONER	5
LC41C, TONER	3
LC41M, TONER	3
ML-2150D8, TONER	1
Q1338A	89
Q1339A	48
Q2610A	91
Q2612A	661
Q2613A	172
Q2613X	111
Q2624A	7
Q2642A, CARTRIDGES	10
Q2670A	52
Q2671A	11
Q2672A	11
Q2673A	11
Q2681A	27
Q2682A	29
Q2683A	29
Q3655A	1
Q3658A	1
Q3960A	25
Q3961A	15
Q3962A	12

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Items are listed in Alpha Numeric Order

Product	Qty Purchased
Q3963A	11
Q3964A	16
Q3971A	10
Q3972A	10
Q3973A	10
Q5942A	24
Q5942X	13
Q5949A	327
Q5949X	27
Q6000A	4
Q6001A	2
Q6002A	2
Q6003A	2
S187093	24
S189108	37
S191089, TONER	48
T003011	5
T005011	7
T019201, TONER	73
T020201, TONER	53
T028201	47
T029201	24
T032120	18
T032420	12
T033120	10
T033220	10
T033320	10
T033420	10
T042320	26
T043120	148
T044120	222
T044220	186
T044320	182
T044420	186
T044520	14

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Items are listed in Alpha Numeric Order

Product	Qty Purchased
T048120, TONER	2
T048220, TONER	2
T048320, TONER	2
T048420, TONER	2
T048520, TONER	2
T048620, TONER	2
T4000(APH2L3A90EC31400)	3
TN12BK, TONER	4
TN12C, TONER	4
TN12M, TONER	4
TN12Y, TONER	4
TN350	4
TN430	18
TN460, TONER	6
TN540	64
TN570	67
TTN250 - TONER	2
TTN460 - TONER	2