

BID PROPOSAL FORM

MIAMI DADE COLLEGE
PURCHASING DEPARTMENT
11011 S.W. 104 Street, Miami, Florida 33176

PHONE: (305) 237-0004

INVITATION TO BID FORM: BID NO. 2009-1-30

BUYER: CHARM ALEXANDER

BID TITLE RECORDING EQUIPMENT, SCHOOL OF ENTERTAINMENT TECHNOLOGY, NORTH CAMPUS

BIDS WILL BE ACCEPTED IN THE PURCHASING DEPARTMENT UNTIL 3:00 P.M.

ON 2/10/2009 AND MAY NOT BE WITHDRAWN FOR 45 DAYS AFTER OPENED.

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.

(Please Type or Print Below)

LEGAL NAME OF BIDDER : _____

MAILING ADDRESS : _____

CITY, STATE, ZIP CODE : _____

TELEPHONE NUMBER : _____ DATE _____

BY: SIGNATURE (Manual) : _____

BY: SIGNATURE (Typed) : _____ TITLE _____

INSTRUCTIONS TO BIDDERS

I. PREPARING OF BIDS.

- A. BIDS ARE TO BE SUBMITTED IN DUPLICATE.
- B. BIDDER IDENTIFICATION. Failure to indicate the bidder's EXACT legal name may rule the bid irregular. An unsigned bid is considered a "No Bid".
- C. INSTRUCTIONS TO BIDDERS define conditions of the bid. SPECIAL CONDITIONS defined elsewhere in the bid supersede requirements of INSTRUCTIONS TO BIDDERS when the two are in conflict.
- D. INVITATION BID FORM defines items to be purchased, and must be completed in duplicate and submitted. Bidder's name MUST appear on EACH page.
- i. ITEM SPECIFICATIONS. Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired, and articles offered must be of equal or superior grade. On blank lines provided, the bidder must insert the brand name, manufacturer's number, and any other information necessary to sufficiently identify articles offered. Failure to do so may prevent consideration of the item.
2. PRICES. The bidder shall quote a net unit price only for each item; but the College reserves the right to award on a unit basis, or on any combination of units, or, if an Alternate Bid is invited, on such terms as are specified for the Alternate Bid. All prices bid shall include delivery F.O.B. Miami, all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated and there received by the designated agent of the College. Discounts will not be considered; and the College is exempt from all Federal Excise Taxes and State Sales Taxes. (Note: Federal Excise Tax Exemption Certificates will be furnished on request). The College's State of Florida Sales Tax Exemption Number is 85-8012557334C-1.

II. SUBMITTING OF BIDS.

- E. BID ENVELOPE. Bids must be submitted in sealed envelopes to the College and marked with the Bid Title and number.
- F. PLACE, DATE AND HOUR. Bids shall be submitted to Miami Dade College, Purchasing Department, 11011 S.W. 104 Street, Miami, Florida 33176, no later than the date and hour specified in the INVITATION TO BID FORM.

BID PROPOSAL FORM

III. BID SAMPLES.

- A. If samples are required, specific instructions will be given in the Invitation to Bid Form.
- B. IDENTIFICATION. Each sample shall be identified with the (1) Bidder's name, (2) Bid Number, (3) Item Number, (4) Product Trade Name and Number.
- C. PAYMENT FOR SAMPLES. The College will buy no samples and will assume no cost incidental thereto,
- D. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders for 14 days after bid award date, and by successful bidders for 14 days after final payment; but the College will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

IV. CHANGE OR WITHDRAWAL OF BIDS.

- A. PRIOR TO BID OPENING. Should the Bidder desire to change or withdraw his bid he shall do so in writing, this communication to be received by the Purchasing Agent, 11011 S.W. 104th Street, prior to date and hour of bid opening. The Bidder's name and the Bid number must appear on the envelope.
- B. AFTER BID OPENING. After bids are opened they may not be changed; and they may not be withdrawn for 45 days after the advertised opening date, unless otherwise specified on the INVITATION TO BID FORM.

V. REJECTION OF BIDS.

- B. The College reserves the right to reject any or all bids.

VI. AWARDS.

- A. BASIS OF AWARDS. The recommendations of the Purchasing Department are based on an evaluation of bids submitted. Awards will be made by the District Board of Trustees, to the lowest responsible bidder consistent with receiving maximum value for money expended.
- B. INCREASE OR DECREASE IN BID QUANTITY. At the time of award, and with mutual consent of the Purchasing Department and the vendor, the quantity of any item(s) included in the bid may be increased or decreased.
- C. OFFICIAL AWARD DATE. Awards become official at 9:00 A.M. on the second day following the award by the College.
- D. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE: Bid Bonds when required, shall be submitted with the bid in the amount specified. Bid bonds will be returned to unsuccessful bidders. When a performance bond or certificate of insurance is requested and after acceptance of bid, the Purchasing Department will notify the successful bidder to submit a performance bond and certificates of insurance in the amount specified in the Notes Section of this Invitation to Bid Form. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder. Bidders, in lieu of a bond may submit a cashier's check, certified check or other acceptable document in the amount stated in the bid document. All Surety Companies are subject to College approval and may be rejected by the College without cause, in the same manner that bids may be rejected. Release of the performance bond or check will be made when all merchandise or work has been accepted and invoices have been approved for payment.
- E. DEFAULT. In the event that the successful bidder refuses to accept the purchase order, then he shall pay to the District Board of Trustees as liquidated damages an amount equal to 25 percent of the unit price bid times the quantity, or \$50.00, whichever is the larger amount. The bidder in question who fails to pay the penalty within 15 days after it is invoked shall lose eligibility to transact business with the Board for a period of one (1) year after the bid awarded date.

VII. GENERAL REQUIREMENTS.

- A. INSPECTION DURING MANUFACTURE. The College reserves the right to have inspectors on the premises of manufacturers during the manufacture of any products being furnished under the contract or as long as may be considered necessary by the College, all expenses of Inspectors to be paid by the College.
- B. 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 College 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: (a) Bid number, (b) Contractor's Name and-or Trademark, (c) Names(s) of Item(s) contained (d) Item Number(s) with Quantity(ies).
- C. DELIVERY. unless otherwise specified, deliveries shall be made between the hours of 7:30 A.M. and 3:30 P.M. except on Saturdays, Sundays, or Holidays, when all offices are closed. Merchandise shall be delivered to and unloaded at the receiving station at the site designated in the INVITATION TO BID FORM and there received by the designated agent of the College. One copy of the invoice or a Delivery Ticket, showing Item(s), Price(s), and Bid Number and-or Purchase Order Number must accompany delivery of merchandise.
- D. RECEIVING INSPECTION AND TESTING. The College reserves the right to reject any and all materials delivered which in the opinion of the College, or its authorized agent, do not comply with all bid requirements; and all materials so rejected shall be removed and replaced promptly by the bidder at no cost to the College.
- E. INVOICES. Unless otherwise specified, two copies of the invoice must be sent to the Accounts Payable Department, Miami Dade College, 11011 S.W. 104th Street, Miami, Florida 33176. Invoices must be those of the bidder and must show Item(s), Price(s), and Bid Numbers and-or Purchase Order Number.
- F. PAYMENT. Unless otherwise indicated, payment will be made on or before 45 days after delivery, inspection, and acceptance by the College. Payment will be made only to the bidder,
- G. The attached HEALTH, EDUCATION & WELFARE form No. 429 "Nondiscrimination in Employment" is considered to be an integral part of the specifications of this bid.

THE COLLEGE MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, OR IN THE INVITATION TO BID FORM, OR IN ATTACHMENTS WHICH BECOME PART OF THE BID.

MIAMI DADE COLLEGE
OF MIAMI, FLORIDA

Roman Martinez
Group Director of Purchasing

An Equal Access/Equal Opportunity College

BID PROPOSAL FORM

NONDISCRIMINATION IN EMPLOYMENT

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977
as amended by Executive Order 11114, June 22, 1963, 26 FR 6485)

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

BID PROPOSAL FORM

BID: 2009-1-30 TITLE: RECORDING EQUIPMENT, SCHOOL OF ENTERTAINMENT TECHNOLOGY, NORTH CAMPUS	OPENING DATE & TIME: 2/10/2009 AT 3:00PM	BUYER: CHARM ALEXANDER	PAGE: 4
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TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER:

INSTRUCTIONS: Please complete all required information in the space provided. Submit original to College Purchasing Department. Do not erase. Errors must be crossed out with changes initialed.

DELIVER TO:

Receiving Department, Bldg. 900
Miami Dade College
11380 N.W. 27th Avenue
Miami, FL 33167

NOTE 1: The item specified in this bid is identified by using Solid State Logic, Digidesign and Waves item numbers to more clearly communicate the characteristics and quality level desired.

NOTE 2: Bidders must include with their bid all warranty and/or guarantee information pertaining to the software being requested in this bid.

NOTE 3: Equipment requested on this bid must be new; used or refurbished equipment will not be acceptable.

NOTE 4: All prices bid shall be F.O.B. the above delivery point.

NOTE 5: Vendor shall indicate in the space provided the number of days required for complete delivery after receipt of purchase order. This may be a consideration in evaluating this bid.

Number of Days Required to Complete Delivery: _____

NOTE 6: Bidder shall indicate in the space provided their Federal Employer Identification Number (FEIN)

_____.

NOTE 7: Awards. The College reserves the right to award this bid; to reject any and all bids; or to waive any minor informality or technicality in the bids received.

NOTE 8: Public Entity Crimes. 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 \$10,000 for a period of 36 months from the date of being placed on the convicted vendor list. As per State of Florida Statute 287.133 (2) (a).

NOTE 9: Bid Protest. Notices of decision or intended decision to recommend or reject bids shall be posted in the Purchasing Department and on the College's website at: www.mdc.edu/purchasing on **2/12/2009**. In the event that an unsuccessful Bidder desires to protest the College's notice of intended decision to award or reject bids, the adversely affected bidder shall be required to comply with Miami Dade College Bid Protest Procedures, a copy of which is available from the Purchasing Department, including, without limitation, filing a notice of protest with the Director of Purchasing in writing within seventy-two (72) hours after the posting or, in the case of a mailing or hand delivery, within 72 hours after receipt of the notice of intended decision, and filing a formal written protest within 10 calendar days after the date the notice of protest is filed.

Failure to file a protest within the time prescribed herein, which complies with Section 120, 53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER:

NOTE 10: Protest of Bid Document. All Bidders are required to thoroughly review the bid document within a reasonable time after receipt. Any concerns or comments relating to the bid documents shall be brought to the attention of the Director of Purchasing, in writing promptly after receipt of the documents. However, if the bidder desires to protest the bid, or any of the specifications, requirements, or procedures thereof, the bidder will require to comply with the Miami Dade College Bid Protest Procedures, a copy of which is available from the Director of Purchasing, within seventy-two (72) hours after receipt of the bid documents. Failure to comply with this procedure will constitute a waiver by the bidder of any right to later protest on the basis or the form, content and substance, including without limitation, the specifications, requirements or procedures, of the bid documents.

NOTE 11: Bids must be received in the Purchasing Department, Kendall Campus, Bldg. 9000, Room 9254, 11011 S.W. 104th Street, Miami, FL 33176, **by 3:00 P.M. on 2/10/2009**. Bids received after 3:00 P.M. will be returned to the vendor unopened. The time will be based on the time kept in the Purchasing Department.

NOTE 12:

All inquiries pertaining to this bid must be directed to:

Charm Alexander, Buyer

Purchasing Department

Phone: (305) 237-0004

Fax: (305) 237-0360

Email: calexand@mdc.edu

Contact with other Miami Dade College employee(s) is strictly prohibited without written authorization from the Purchasing Department.

NOTE 13:

Bidder shall provide in the space below the following (for information purposes only):

Minority Business: Yes _____ No _____

If yes, enter Minority Business Designation: _____

Small Business: Yes _____ No _____

NOTE 14:

In order to eliminate any conflict of interest in making awards, the Miami Dade College District Board of Trustees has requested all bidders to provide the following information concerning their principal interests. Principal interests are defined as follows:

Sole Proprietorship - Owner

If Partnership - Owners of Partners

If Corporation - President or Chief Executive Officer

NOTE 15: Minority Business Enterprises:

Miami Dade College is committed to encouraging the utilization of minority owned businesses in the procurement of goods and services, including construction-related activities, in accordance with applicable laws.

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TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER:

NOTE 16: Contact Information:

Name: _____

Title: _____

Office Phone: _____

Cell Phone Number: _____

Fax Number: _____

E-Mail Address: _____

NOTE 17: Termination For Convenience:

Miami Dade College may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful bidder/proposer of such termination, which shall become effective thirty (30) days following receipt by bidder/proposer of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the College. If the Agreement is terminated by Miami Dade College as provided in this section, the College shall compensate the successful bidder/proposer in accordance with the Agreement for all services actually performed by the successful bidder/proposer and reasonable direct costs of successful bidder/proposer for assembling and delivering to Miami Dade College all documents.

No compensation shall be due to the successful bidder/proposer for any profits that the successful bidder/proposer expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the Miami Dade College's liability to the successful bidder/proposer upon a termination as provided for in this section.

NOTE 18: Termination For Default:

If through any cause within the reasonable control of the successful bidder/proposer, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, Miami Dade College shall there upon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder/proposer of such termination which shall become effective upon receipt by the successful bidder/proposer of the written termination notice.

In that event, Miami Dade College shall compensate the successful bidder/proposer in accordance with the Agreement for all services performed by the proposer prior to termination, net of any costs incurred by the College as a consequence of the default.

Notwithstanding the above, the successful bidder/proposer shall not be relieved of liability to Miami Dade College for damages sustained by the College by virtue of any breach of the Agreement by the bidder/proposer, and the College may reasonably withhold payments to the successful bidder/proposer for the purposes of set off until such time as the exact amount of damages due the College from the successful bidder/proposer is determined.

NOTE 19: Non-Appropriations:

Any contract entered into by The College resulting from the proposal invitation, shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the Proposer shall not prohibit or otherwise limit The College's right to pursue and contract for alternate solutions and/or remedies as deemed necessary by The College to conduct its affairs.

NOTE 20: References: A list of **three business/professional references** shall be submitted with your bid submission. Please provide references that can be confirmed. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company/agency names with contact person telephone number, fax and an e-mail if possible.

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TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER:

REFERENCE 1:

Name: _____

Company: _____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

REFERENCE 2:

Name: _____

Company: _____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

REFERENCE 3:

Name: _____

Company: _____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

BID PROPOSAL FORM

TO: MIAMI DADE COLLEGE, MIAMI, FLORIDA

BIDDER SHALL WRITE IN THIS COLUMN ONLY

BID: 2009-1-30	BUYER: CHARM ALEXANDER	PAGE: 8
TITLE: RECORDING EQUIPMENT, SCHOOL OF ENTERTAINMENT TECHNOLOGY, NORTH CAMPUS		
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY AND UNIT
1.	AWS900+SE WITH LEGS, TR AND AWSOMATION #729930A1	1 EA
2.	192 A/D EXPANSION CARD BY: DIGIDESIGN	1 EA
3.	PRO TOOLS/HD 3 ACCEL WITH PCIe 1 HD CORE AND 2 HD ACCEL PROCESS BY DIGIDESIGN	1 EA
4.	96 I/O BY: DIGIDESIGN	1 EA
5.	PLATINUM TDM BUNDLE INCLUDING IRL CONVOLUTION REVERB AND TUNE LT: GOLD, REN COLLECTION II, MASTERS #PLAT TDM	1 EA
6.	INSTALLATION OF AWS900+SE	1 CH
7.	WARRANTY YEAR 2	1 YEAR
8.	WARRANTY YEAR 3	1 YEAR
9.	WARRANTY YEAR 4	1 YEAR
10.	WARRANTY YEAR 5	1 YEAR
11.	5 YEAR EXTENDED WARRANTY	5 YEARS

TYPE/PRINT COMPLETE NAME OF BIDDER:	
PRICE PER UNIT SHOWN	BIDDER MUST INDICATE BELOW BRANDS AND NUMBERS OF PRODUCTS BID
\$ _____	
\$ _____	
\$ _____	
\$ _____	
\$ _____	
\$ _____	
\$ _____	
\$ _____	
\$ _____	
\$ _____	

BID PROPOSAL FORM

STATEMENT OF NO RESPONSE

BID #2009-1-30
RECORDING EQUIPMENT, SCHOOL OF ENTERTAINMENT TECHNOLOGY,
NORTH CAMPUS

The undersigned declines to submit a bid for
Bid #2009-1-30 Recording Equipment, School of Entertainment Technology, North Campus,
for the following reason(s):

Company Name

Signature

Title

Please return this form to the following address if you are not submitting a bid.
Thank you for your interest.

Charm Alexander
Buyer
Purchasing Department
Miami Dade College
11011 SW 104th Street
Miami, FL 33176

BID PROPOSAL FORM

SEAL AND RETURN YOUR BID
WITH THE FOLLOWING INFORMATION

FROM:

NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIPCODE: _____

TO:
MIAMI DADE COLLEGE
PURCHASING DEPARTMENT
ROOM #9254
11011 S.W. 104th Street
Miami, Florida 33176-3393

BID #: 2009-1-30

RETURN: TUESDAY, FEBRUARY 10, 2009

VENDOR: _____

BUYER: CHARM ALEXANDER