



Submittal Due Date: Wednesday, September 27, 2007	Submittal Due Time: 2:00 P.M.
Submit Responses To: School District of Osceola County, Florida Purchasing Department 817 Bill Beck Boulevard, Building 2000 Kissimmee, FL 34744	Purchasing Representative: Cheryl M. Jessee (407) 870-4627 Office • Fax (407) 870-4616 E-mail: jesseec@osceola.k12.fl.us www.osceola.k12.fl.us/depts/purchasing

BID # SDOC-08-B-019-CJ
The Sale of Surplus Computer Components, Peripherals & Laptops

The purpose of this Bid is to determine the bidder(s) that the School District deems to offer the highest responsive and responsible offer(s), as defined elsewhere in this solicitation. The School District is therefore not bound to accept a bid on the basis of the highest price. In addition, the School District has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed in the best interest of the School District.

Bids will be received at the School District of Osceola County’s Purchasing Department located at 817 Bill Beck Blvd., Bldg. 2000, Kissimmee, FL 34744, **until 2:00 PM on Wednesday, September 27, 2007.** Submittals received after this deadline **will not** be considered for award.

Cut out the Label below and attach it to your envelope/package

* DO NOT OPEN * SEALED BID * DO NOT OPEN *	
SEALED PROPOSAL NUMBER:	_____
PROPOSAL TITLE:	_____
PROPOSAL DUE ON	_____ AT _____ P.M.
PROPOSAL ENCLOSED	_____ “NO PROPOSAL LETTER” ENCLOSED _____
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

INVITATION TO BID REQUIRED RESPONSE FORM

TITLE: **THE SALE OF SURPLUS COMPUTER COMPONENTS, PERIPHERALS & LAPTOPS**
BID #SDOC 08-B-019-CJ

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my proposal and understand that by virtue of executing and returning with this bid this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachments and the contents of any addendum released hereto.

PROPOSER (Bidders Name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Main Phone: (407) 870-4600

Purchasing: (407) 870-4630 Fax (407) 870-4616 www.osceola.k12.fl.us

August 30, 2007

CALL FOR BID

BID #SDOC-08-B-019-CJ

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **The Sale of Surplus Computer Components, Peripherals & Laptops** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 PM on September 27, 2007**. All bids will be publicly opened in the Purchasing Office at that time.

1. SCOPE

- 1.01 THIS SPECIFICATION establishes the minimum requirements for **THE SALE OF COMPUTER COMPONENTS, PERIPHERALS & LAPTOPS**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.
- 1.02 THE INTENT of this bid is to establish a contract for a base period of three (3) years from the date of award of the bid. During which time, the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. This contract may be extended at the conclusion of the three (3) year base period for one (1) additional two (2) year period (for a total of five (5) years) at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) calendar day written notice by the School District of Osceola County or a ninety (90) calendar day written notice by the awarded bidder. The purchase of this service and listed options will be contingent upon available funding.

2. STANDARD TERMS AND CONDITIONS

2.01 RETURNING OF BID PACKAGE

The complete Bid package, as received, must be returned "Intact" in a sealed envelope, plainly marked on the outside with the Bid Number it's opening date and time along with the Bidder's name and address. Non-compliance with this stipulation may result in your bid not being considered.

2.02 RECEIPT OF BID PACKAGE

It is the bidder's responsibility to assure that their bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. The official clock for receiving bids is located in the Purchasing Office. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, may not be considered. Offers by telegram, facsimile machine, email, or telephone are not acceptable unless otherwise specified.

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2.03 BIDDERS RESPONSIBILITY

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2.04 MODIFICATION OF BID

Bidders will not be allowed to modify their bids after the opening time and date. After bid opening, by appointment, bid files may be examined during normal working hours.

2.05 INQUIRIES

Please direct all inquiries concerning this bid, in writing at least seven (7) business days prior to the scheduled bid opening, to: Cheryl M. Jessee – Senior Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, by fax at # (407) 870-4616 or by email at jesseec@osceola.k12.fl.us.

2.06 UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

2.07 POSTING OF BID TABULATIONS

Bid tabulations and recommended awards will be posted at the location where bids were opened and will remain posted for 72 hours for review by interested parties. They may also be viewed on the District's website. Failure to file a bid protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.08 LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

2.09 NON-COLLUSION

Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the bidder, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the BIDDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If the BIDDER violates this provision, the OWNER shall have the right (which shall be cumulative to the other rights the OWNER may have) to forthwith terminate this bid without liability and, further, the OWNER may, at its discretion, deduct from moneys then owed to the BIDDER, if any, or otherwise recover from the BIDDER the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that their bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

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2.10 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of Florida Statutes (F.S. 112). All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

2.11 **EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.12 **DEFINITIONS**

The following words and phrases, when used in this instruction to prospective bidders, shall have the following meanings:

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Vendor" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pre-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consists of and not limited to each of the following:
 - a) each page of this document,
 - b) all addenda heretofore issued,
 - c) drawing(s), if any,
 - d) purchase order,
 - e) bidder's submittals, if any,
 - f) contract agreement, if required.
9. "Campus Grille" shall also be known as the Food Services Department.

2.13 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS**

A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

B. **INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days

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prior to bid date, addressed to the Buyer assigned to this project. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the assigned Buyer, in writing, shall be binding and prospective Bidders are advised that no other source in the Purchasing Office is authorized to give information concerning, or to explain or interpret the Bid Documents.

- C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

3. SPECIAL TERMS AND CONDITIONS

3.01 METHOD OF AWARD

The District reserves the right to award the contract to the bidder that the School District deems to have the best responsive and responsible offer, as an “All or None” award. The District is therefore not bound to accept a bid on the basis of highest offer. The District may awarded to Primary and Alternate bidders, the District will notify the Primary bidder first and if unable to remove in the time frame addressed in this bid solicitation the Alternate bidder will be notified. In addition, the District has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so.

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Responsive – Proper submittal of all documentation as required by this bid.
2. Responsible – The Highest offer to the District

3.02 PURCHASING AGENT AS REFEREE

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

3.03 CANCELLATION CLAUSE

The School District reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice from the Purchasing Department at least thirty (30) calendar days prior to cancellation date without “cause” and ten (10) calendar days with “cause”. Only notice given by the Purchasing Department is binding.

3.04 RIGHT TO TERMINATE

In the event the successful bidder violates any of the provisions of the contract, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar

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days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

3.05 ANNULMENT OF THE CONTRACT

This contract, of which these specifications form an inseparable part, may be annulled by the School District of Osceola County for the following reasons: (a) Failure of the Contractor to supply equipment and personnel acceptable to the School District's duly appointed representative; (b) Failure on the part of the Contractor to observe the requirements of these specifications; (c) Failure on the part of the Contractor to promptly remove defective equipment or incompetent personnel as may be directed by the School District's representative.

3.06 HOLD HARMLESS AND INDEMNIFICATION

The Bidder agrees, insofar as it legally may, to indemnify and hold harmless the School District of Osceola County, its officers, employees, and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operation performed by Contractor, its officers, employees, and agents under any of the terms of this contract.

3.07 TIME FOR PICKUP/REMOVAL

It is hereby understood and mutually agreed by and between parties hereto that the time of pickup/removal of surplus material is an essential condition of this contract.

Awarded Bidder, after notice from the District, shall pickup/remove all available computer components, peripherals & laptops within five (5) working days after notification of Board Approval. In the event the Bidder, due to circumstances beyond his/her control, cannot pickup/remove within this time frame, he/she shall immediately make this fact known to the Purchasing Agent.

3.08 NON-PERFORMANCE

Time is of the essence in this contract. The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered a default.

In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the vendor from future bids and business with the School Board for a specified period of time.

3.09 SAFETY

The bidder shall take all necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the removal of materials. The vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The bidder shall indemnify and hold harmless the School District from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the District because of the bidder, sub-bidder, or supplier's failure to comply with the regulations.

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3.10 BID PROTESTS

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one (1) percent of the total estimated contract value, but not less than \$500.00 nor more than \$5000.00, whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

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4. SUBMITTAL REQUIREMENTS & COMPUTER COMPONENTS, PERIPHERALS & LAPTOPS INFORMATION

4.01 SUBMITTAL REQUIREMENTS

Bidder must submit the following documentation in order to be considered a responsive bidder.

1. Completed Invitation to Bid Form (page 2 of this bid).
2. Completed Bid Submittal Form (page 10 of this bid).
3. Completed Conflict of Interest Form (page 11 of this bid).
4. Any addenda(s) issued subsequent to the release of this solicitation must be signed and returned with the bid.

Failure to provide any of the above information may be cause for the bid to be considered non-responsive.

4.02 COMPUTER COMPONENTS, PERIPHERALS & LAPTOPS INFORMATION

Presently, the School Board has fifty (50) pallets of assorted systems; computer components, peripherals and laptops from a variety of manufacturers. Generally speaking, none of the systems are complete; in most cases the hard drives have been removed and possibly other components/parts. These items are approximately four (4) years old. In regards to quantities, the only data available for estimating is last year's data: systems/equipment valued over \$750 at the time of acquisition – 1192 CPUs with 1192 monitors, 74 printers of varying size, and 477 laptops. Items valued for less than \$750 were not tracked but could be part of the accumulation.

4.03 BIDDER REQUIREMENTS

The following procedure is required:

- As computer components, peripherals and laptops are received at the District, the District personnel will count and tabulate how many of each item is received.
- Items will be placed on a pallet, shrink wrapped, labeled with numbered inventory list and stored on a shelf until we received Board Approval to sell.
- After Board Approval the awarded bidder will schedule pickup/removal of items.
- A copy of the numbered inventory list will be provided to the awarded bidder, so bidder will be aware of the value of each pallet.
- A cashier's check for the total amount due will be required at the time of removal of the computer components, peripherals & laptops. The removal of said items will be the awarded bidder's responsibility. The removal must be complete within 5 working days of the notice of Board Approval.
- If the awarded bidder is equipped with a truck that can be backed up to the School District's loading dock and if the truck is rated to hold the weight of the School District's fork lift, the District personnel will load the pallets on to the bidders' truck. However, if the awarded bidder does not have a truck that the School District's fork lift can load, the loading of the pallets shall be the bidders' responsibility and the District personnel will not provide the labor to load the pallets.

The computer components, peripherals & laptops are sold "AS IS/WHERE IS".

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BID SUBMITTAL FORM

September 27, 2007

To: The School District of Osceola County
Purchasing Department
817 Bill Beck Boulevard, Bldg 2000
Kissimmee, Florida 34744-4495

The undersigned hereby declare that he/she has carefully examined the specifications for: **The Sale of Surplus Computer Components, Peripherals & Laptops for the School District of Osceola County, Florida**, for which Bid Submittals were to be received no later than 2:00 PM, local time, on Thursday, September 27, 2007.

The sale of the items will be determined by prices offered. The District reserves the right to reject any and all bids, to waive informalities, and to accept all or any part of any bid as they deem to be in the best interest of the District. All computer components, peripherals & laptops are sold "AS IS/WHERE IS".

- | | | |
|----|---------------------------------|-----------------------------------|
| 1. | CPU | Amount offered: \$ _____/per each |
| 2. | Monitor | Amount offered: \$ _____/per each |
| 3. | Keyboard | Amount offered: \$ _____/per each |
| 4. | Mouse | Amount offered: \$ _____/per each |
| 5. | Laptop | Amount offered: \$ _____/per each |
| 6. | Printer | Amount offered: \$ _____/per each |
| 7. | "All in One"
(CPU & Monitor) | Amount offered: \$ _____/per each |

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 in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

NAME (Print)

DATE

AUTHORIZED SIGNATURE

PHONE NUMBER

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CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ whose address is _____, possess the legal authority to make this affidavit on behalf of myself and/or the Firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the Firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, Firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (*List*)

Signature: _____

Printed Name: _____

Firm Name: (If Applicable) _____

Date: _____

COUNTY OF _____

STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)