

**Sealed Bid**

**NS-28-13**

**Functional Surplus Computers**

**Northern Kentucky University**

**Sealed Bid - Functional Surplus Computers**

**Bids Due: February 11<sup>th</sup>, 2013 at 2pm**



**February 4th, 2013**

## **NOTICE OF SEALED BID OPPORTUNITY**

### **BRIEF SCOPE OF BID:**

NKU Surplus seeks to obtain sealed bids for the sale of functional surplus computers. Included in the lot are Compact Dell Optiplex 280s, 620s, 745s, Standard Dell Optiplex 280s, 745 and 15" Flat Screen Monitors.

### **PROJECT TIMETABLE:**

Sealed Bid Issued	<b>February 4, 2013</b>
Last Date for Questions	<b>February 7, 2013 at Noon</b>
<b>SEALED BIDS DUE</b>	<b>February 11, 2013 at 2:00 PM EST</b>

### **SUBMISSION:**

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its response in a **sealed package** addressed to:

Jeff Strunk, CPPO  
Director of Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099

### **CONTACT FOR PROPOSAL PACKAGE**

This Sealed Bid Package may be downloaded from Procurement Services Website: <http://procurement.nku.edu/bid-quotes-rfps.html>. If you have downloaded this Request for Proposal, please contact Eli Baird so that you can be added to the planholders list and notified if there are any addenda.

Eli Baird  
Procurement Services, Bid Specialist  
Northern Kentucky University  
Lucas Administrative Center, 617  
Highland Heights, KY 41099  
Phone: 859.572.5266  
FAX: 859.572.6995  
E-mail: [bairde1@nku.edu](mailto:bairde1@nku.edu)

*Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal. All requests for additional information and all questions should be directed to Eli Baird, Procurement Services: [Bairde1@nku.edu](mailto:Bairde1@nku.edu).*

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

**RFI NS-28-13  
SEALED BID SURPLUS COMPUTERS**

## **SCOPE OF BID**

NKU Surplus seeks to obtain sealed bids for the sale of functional surplus computers. Included in the lot are Compact Dell Optiplex 280s, 620s, 745s, Standard Dell Optiplex 280s, 745s and 15" Flat Screen Monitors.

All computers have been wiped and re-imaged with the original OS (in most cases Windows XP).

All computers will come with a USB keyboard & standard power cord (power bricks will be supplied for the Compact Dells).

At this time NKU Surplus does not have an adequate amount of mice to supply each computer.

All computers will be skidded and shrink wrapped prior to removal.

At a minimum the Computer Specs are as follows (some computers have been upgraded by their respective departments):

	Ram	Hard Drive	Processor
Compact Optiplex 280	512MB	80GB	P4
Compact Optiplex 620	1GB	80GB	PD
Compact Optiplex 745	1GB	80GB	PD
Standard Optiplex 280	512MB	80GB	P4
Standard Optiplex 745	2GB	80GB	PD

Current Inventory of Surplus Computers (Please note these #s are subject to change before bids are due, NKU will adjust accordingly prior to award):

Compacts:

280: 5

620: 9

745: 19

Towers:

280: 11

745: 20

Monitors: 21

All vendors will be required to pay a 6% sales tax if they cannot provide a resale certificate, a copy of your tax exempt status or resale certificate shall be required with your bid.

## FORM OF PROPOSAL

### Equipment

NKU Surplus seeks to obtain sealed bids for the sale of functional surplus computers. Included in the lot are Compact Dell Optiplex 280s, 620s, 745s, Standard Dell Optiplex 280s, 745 and 15" Flat Screen Monitors. Please indicate your bid for each specific model.

Line Item	Qty	Description	Unit Price
1	1	Compact Dell Optiplex 280	
2	1	Compact Dell Optiplex 620	
3	1	Compact Dell Optiplex 745	
4	1	Standard Optiplex 280	
5	1	Standard Optiplex 745	
6	1	15" Flat Screen Monitors	

THIS BID SUBMITTED BY:

\_\_\_\_\_  
(Company Name of Bidder)

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum bid shall not be a cause for withdrawal of the bid without forfeit of bid bond. Bids may be withdrawn, in person only, prior to the closing date and time for the receipt of bids.

**NOTE:** *The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest must be properly executed for this Bid to be valid. This Bidder, in compliance with this Request for Bid, and having carefully examined the complete contract documents, as well as the specifications for the work as prepared by Northern Kentucky University, hereby proposes to furnish all labor, supervision, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth herein and for*

## **Sealed Bid Regulations**

**INTENT:** It is the intent of Northern Kentucky University to sell all of the specifically listed equipment to the highest responsive and responsible bidder. NKU does reserve the right to remove any item from the sale at its sole discretion.

**LOCATION:** Central Receiving on the campus of Northern Kentucky University in Highland Heights, KY.

All items are sold on an **“as-is, where-is, with all Faults”** basis. The University makes no warranty express or implied as to the condition of the property or its fitness for use or purpose. Please find responsible surplus agent before testing on any equipment.

### **Inspection prior to submitting an offer is the responsibility of the bidder.**

**Terms of Sale:** F.O.B. Northern Kentucky University, **“as-is –where-is”**. All sales are final, without warranty express or implied.

#### **ACCEPTANCE OF OFFER:**

- If through withdrawal, loss or error, material cannot be made available for delivery to the buyer, the University’s sole obligation and liability shall be limited to refund of the purchase price, and sales tax, or such portion thereof the University determines as equitable.
- The University reserves the right to withdraw any item, or lot, from any sale when it is in the best interest of the University, as determined solely by the University.
- The University reserves the right to evaluate and award the bid or combination of bids that realize the greatest benefit to the University.
- The University reserves the right to reject any and all bids, at its sole discretion.

#### **PAYMENT:**

- Upon acceptance of offer by the University, the winning bidder will be notified and payment can be made in full.
- Payment for purchases must be made to NKU Procurement Services prior to removal of equipment and material.
- All buyers that cannot provide a valid sales tax exemption certificate are subject to all applicable state, county and city sales taxes. **Tax of 6% will be calculated on the bid amount and added to make up the total purchase price.**
- Payment will be accepted by **money order or check only**, with proper identification. The Buyer must pay \$35.00 for any “NSF” check returned.

**INDEMNIFICATION:** The successful buyer(s) agrees to indemnify and hold harmless Northern Kentucky University and its officers and employees from any claim, damage, liability, injury, expense, or loss including defense costs and attorney’s fees, arising out of bidder’s performance under this contract or as a consequence of the existence of this contract.

**REMOVAL OF PURCHASES:** Successful bidder should plan on removing purchases as soon as practical after payment, but in no case later than **February 28, 2:00PM**. Successful buyer is responsible for all expenses related to handling, loading and transport of material off University property.

- The University is not equipped to ship surplus items or prepare surplus items for shipping.
- The University will not be responsible for surplus items after buyer takes possession.
- Allow sufficient time to load surplus items in/onto vehicles before close of business.

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- Buyers are not permitted to discard anything into University dumpsters. Additionally, scavenging or scrapping from University dumpsters is not permitted.

**PRESENCE ON CAMPUS**

- Buyer agrees that all persons working for or on behalf of the buyer whose duties bring them on campus shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of University personnel.
- The buyer shall be responsible for the acts of his employees and agents while on campus. Accordingly, buyer agrees to take all necessary measures to prevent injury and loss to persons or property located on campus.
- The buyer shall be responsible for all damages to persons or property caused by the buyer, or his agents or employees.
- The University does not, and will not assume any responsibility for any tools, equipment, materials, or property, belonging to the buyer, his employees or agents.

BIDS are due in the Procurement Services office no later than:

**2:00 p.m. EST on February 11, 2013**

SUCCESSFUL BIDDERS will be notified as soon as possible after bids are opened (within a week).

VIEWING or FOR FURTHER INFORMATION contact Eli Baird; Bid Specialist; Northern Kentucky University; Procurement Services; Lucas Administrative Center, Suite 617; Highland Heights, KY 41099; Phone 859.572.5266; e-mail [bairde1@nku.edu](mailto:bairde1@nku.edu)

**AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION, NON-CONFLICT OF  
INTEREST AND BIDDER CERTIFICATIONS**

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**By signing below the Contractor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:**

**1.** That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).

**2.** That the submitted bid or bids covering the Bid Package indicated have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;

**2A.** Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited. The provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State.

**2B.** Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

**3.** That the content of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

**4.** That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390; and

**5.** That I have fully informed myself regarding the accuracy of the statements made, including Bid Amount.

**6.** Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.

**7.** That the Bidder, if awarded a contract, would not be in violation of Executive Branch Code of Ethics established by KRS 11A.990.

**8. Campaign Finance Laws** Pursuant to KRS 45A.110 and KRS 45A.115 the undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

**9. Worker's Compensation and Unemployment Insurance** Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and unemployment insurance under established KRS Chapter 341.

**10. Vendor Report of Prior Violations** The Bidder/Owner shall reveal to the University, prior to this award of

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a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. The Contractor is further notified this statute requires that for the duration of this contract, the Contractor shall be in continuous compliance and the Contractor's failure to reveal a final determination of a violation or failure to comply with the cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years. Please list any final determination(s) of violation(s) including the date of determination and the state agency issuing the determination. If no violations have occurred, type **none** in the space below.

\* KRS Chapter 136 - Corporation and Utility Taxes; \* KRS Chapter 139 - Sales & Use Tax; \* KRS Chapter 141 - Income Taxes; \* KRS Chapter 337 - Wages & Hours; \* KRS Chapter 338 - Occupational Safety & Health of Employees; \* KRS Chapter 341 - Unemployment Compensation; \* KRS Chapter 342 - Worker's Compensation

<u>KRS VIOLATION</u>	<u>DATE</u>	<u>STATE AGENCY</u>
_____	_____	_____
-	-	-
_____	_____	_____
-	-	-

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER**

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Please Print Legibly): \_\_\_\_\_

FIRM: \_\_\_\_\_ FED ID. OR SSN#: \_\_\_\_\_

PERMANENT ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ STREET CITY STATE ZIP TITLE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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State of \_\_\_\_\_)

County of \_\_\_\_\_)

The foregoing statement was sworn to me this \_\_\_\_\_ day of \_\_\_\_\_,  
 20 \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
 (Notary Public)

My Commission expires: \_\_\_\_\_