

Department of Purchasing

100 N. Main Street, 2nd Floor Suffolk, VA 23434 (757) 925-6762 Fax (757) 942-4333

November 5, 2020

To All Interested Parties:

Subject:

Invitation to Bid – Surplus Surplus Chromebooks

The Suffolk City School Board (School Board) is inviting bids to dispose of 1,200 Chromebooks by way of sealed bids.

Bids can be submitted in a sealed envelope marked "Bid # Surplus bid - Chromebooks" and must be received in the Purchasing Office, on or before 2:00 p.m. on Thursday, November 19, 2020. In the case Suffolk Public Schools is not open on the date of closing, Suffolk Public Schools will accept bids until 2:00 PM on the next operating day. Bids may also be sent in through the EVA portal but must be received by the stated date and time. All mailed bids must be sealed in an envelope or package clearly marked with the bid name, due date, time and delivered to:

Anthony W. Hinds, CPPB
Department of Purchasing
Suffolk Public Schools
100 N. Main Street, 2^{nd.} Floor (entrance at rear of building)
Suffolk, VA 23434

Bids shall be publicly opened and read aloud at the above stated date and time at the above listed location. Any bid received after the time designated above will be returned unopened. Any questions concerning this matter shall be submitted in writing to Anthony Hinds at anthonyhinds@spsk12.net.

Issued by:

Anthony W. Hirlds, CPPI Purchasing Manager In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to purchase all of the items at the price quoted herein.

By submitting this offer, the bidder certifies that he has read and understands all of the terms and conditions listed herein.

The following information must be completed and submitted with your bid. PRINT all information legibly in ink, and sign your name where indicated.

Name:	
Last, First, Middle Initial	
Address:	
City/State/Zip:	
Telephone (Day):	
Fax Number:	
EMail:	
Fed. Tax ID (or Social Security #):	-
I have read, understand and agree to all terms, conditions and requirements of this	sale.
Signature:	
Date:	

This form must be signed. All signatures must be original and not photocopies

CONDITIONS AND INSTRUCTIONS

- 1. All bids must be submitted on and in accordance with this form. All bids must be sealed. All sheets must be returned.
- 2. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable.
- 3. Bid Prices must show unit price.
- 4. The bidder certifies by signing this document that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same item and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
- 5. Award will be made to the highest responsive and responsible bidder.
- 6. The School Board reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of the School Board.
- 7. Each bid (offer) is received with the understanding that the acceptance in writing by the School Board of the offer to purchase any or all of the items described therein, shall constitute a contract between the bidder and the School Board.
- 8. In event of default by the contractor, the School Board reserves the right to sell or otherwise dispose of the item(s) through other means, and hold the bidder liable for any excess cost occasioned thereby.
- 9. The contractor guarantees to defend and save the School Board its agents and employees, harmless from liability of any nature or kind in the sale of or bidder's use of the property.
- 10. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink adjacent to the change, and must be initialed and dated in ink by the person signing the bid.
- 11. All bids must be signed with the bidder's name. Obligations assumed by such signature must be fulfilled.
- 12. **Appeals Procedure:** Upon request administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualifications and determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.
- 13. Direct contact with School Board departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Manager or their representative. The only exception is
- 14. Applicable Law and Courts: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be

brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.

- 15. **Property Location & Viewing:** All surplus items may be viewed at the 2325 East Washington Street, Suffolk VA 23434 on November 12, 2020 from 9 am to 12 pm. Please note that all of these Chromebooks are already boxed and will not be opened during this time. One will be open for review and inspection, all other boxes will remain closed.
- **16. Submittal Requirements:** This entire document must be completed and received by the date and time specified on the cover of the document to: Department of Purchasing, 2nd Floor, 100 North Main Street, Suffolk VA 23434. This also may be turned in through the EVA portal.

Do NOT turn your bid in at any other School Board location. LATE BIDS WILL NOT BE ACCEPTED. Bid must remain firm for thirty (30) calendar days following the opening date for bids.

- 17. Award Notice: Within thirty (30) calendar days, a determination of award will be made. The successful bidder will be notified by telephone and/or by mail of notice of award within three (3) calendar days after a determination of award has been made. Upon notice of award, Bidder agrees to provide payment for and removal of all property awarded as required herein. Bidder shall not be allowed to withdraw any bid price for any item bid.
- 18. Payment: The successful bidder will be required to remit payment within ten (10) calendar days of notice of award. Payment is to be made by: Cash, Money Order, Cashier's or Certified Check made payable to the Suffolk Public Schools (Personal checks or business checks will not be accepted unless certified). Payment must be made in the EXACT AMOUNT, as the Finance Department cannot make change.

Note:

The sequence of events will be as follows:

- 1. Notice of award is given to the bidder by the Department of Purchasing.
- 2. Bidder pays by cash, money order, cashier's check or certified check. Personal checks and/or business checks will not be accepted unless certified. Payment is made within ten (10) days of notice of award in the Finance Department, 2nd Floor, 100 North Main Street, Suffolk VA 23434.
- 3. Bidder presents a receipt to the Technology Department.
- 4. Within seven (7) calendar days of payment, bidder shall remove or cause to be removed all items from the site. A short-term extension may be offered but will only be approved by the Superintendent of Schools.
- 20. **Assumption of Liability:** The purchaser shall assume all liability for the property after award is made. The School Board will exercise its usual care for protection up to the time of removal, but will not be responsible for any loss or damage. "THE SCHOOL BOARD DOES NOT PROVIDE SECURITY FOR BID ITEMS ONCE THE BIDDER HAS BEEN NOTIFIED. IT IS RECOMMENDED THAT PAYMENT AND PICKUP BE MADE WITHIN 48 HOURS AFTER NOTIFICATION."
- 21. Right to Reject: The School Board reserves the right to reject any and all/or all bid offers.
- 22. School Board Employees: Per Section 4-13.2 of the Suffolk Public Schools' policy manual, employees of the Suffolk Public Schools may purchase goods at public auctions and/or sealed bids as

long the bidder or purchaser shall certify whether he/she is an officer or employee of the division or is a member of the immediate family of an officer or employee. Officers and employees of the school division, and members of their immediate families, may purchase surplus property from the school division but only if (i) the property is being sold at uniform prices available to the public or (ii) if the goods are sold for less than \$500.00. Notification of such must be noted clearly on the bid form.

- 23. Warranties and/or Representations: It is the responsibility of the bidder to inspect the items being bid. The School Board makes no warranties or guarantees, expressed or implied, as to the actual condition or quality of the items offered or fitness for a particular purpose or for use in general. The responsibility as to the condition of the property rests with the bidder. Under no circumstances will a refund or adjustment be made on account of property failing to meet bidder's expectations. Sale is "as is, where is" without warranty. There is no guarantee or warranty on the part of the School Board as to the condition or quality; or that the property offered, or a portion thereof, may not be withdrawn prior to the sale. Except as stated herein, no service of any kind will be furnished by the School Board, and any cost of removing property from the site shall be assumed by the bidder.
- 24. **Important Information:** The School Board reserves the right to award any item to a succeeding bidder, should the highest bidder fail to pay for and remove from School Board property within the prescribed time period contained herein. The School Board reserves the right to hold highest bidder responsible for any lost revenue and/or expenses incurred to a bidder's default. If the successful bidder is in default, the School Board reserves the right to debar such bidder for a period of up to three years.
- 25. **Notifications:** If you received this document from our homepage or from a source other than the EVA, please check with our office prior to submitting your bid to ensure that you have a complete up-to-date package. The Purchasing Department cannot be responsible to provide addenda. Addenda will be published both on EVA and on the Suffolk Public Schools Purchasing's home page.

Once a decision to award has been made the results of the successful bidder(s) will be posted on the Suffolk Public Schools Purchasing's Home Page

SUFFOLK PUBLIC SCHOOLS **CHROMEBOOK SURPLUS BID FORM**

ia. The Bidder, in co	ompliance with your in	(Hereinafter
ia. The Bidder, in co ving carefully examin	ompliance with your in	vitation for bid
	,	proposes to the
Units requested	Bid price per unit	TOTAL BID
	Units requested	Units requested Bid price per unit

ADDITIONAL TERMS:

Bidders will not have a choice of item as they are all equivalent in nature. Successful bidders may pick up their total number awarded at the designated area. There is no expectation of any type of support with the purchase of these items and are sold "as is, where is".

All bidders must pick up or arrange pickup of their awarded amounts at the Technology Center. NO EXCEPTIONS.

Company Name (if applicable)	Signature
Address	Name and Position
City, State and Zip Code	Date
Phone Number	Fax Number
Email Address	Email Address