

FLORIDA POLYTECHNIC UNIVERSITY  
DEPARTMENT OF PROCUREMENT  
INVITATION TO BID  
ITB 24-041 SALE OF SURPLUS COMPUTER EQUIPMENT  
THIS IS NOT AN ORDER – PLEASE READ THE DOCUMENT CAREFULLY

COMMODITY/SERVICES: Sale of Surplus Computer Equipment	PROCUREMENT CONTACT: Andy Farrington <a href="mailto:procurement@floridapoly.edu">procurement@floridapoly.edu</a>	DATE: November 17 <sup>th</sup> , 2023
BID OPENING DATE/TIME (RESPONSE DEADLINE): November 27 <sup>th</sup> , 2023, 4:00 PM (ET)	QUESTION DEADLINE: November 21 <sup>st</sup> , 2023 4:00 PM (ET)	
RESPONDENT NAME: ADDRESS: EMAIL: PHONE:		

1. Bids will be opened and reviewed by the Procurement Department.
2. Please provide your best offer.
3. The University is not liable for any costs incurred by Respondent in response to this Competitive Solicitation.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm):

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 bid covering Invitation No. ITB 24-041 have been arrived at by the bidder independently and have been submitted without collusion with other Respondents, other Respondents' employees, or any employee of the University.
3. That the contents of the bid or bids will not be communicated to any such person prior to the official opening of the bid or bids;
4. That I have fully informed myself regarding the accuracy of the statements made above.

By signing below, you are agreeing to all terms and conditions within this Invitation to Bid.

Authorized Signature: _____  Printed Name: _____  Title: _____ Date: _____  Firm: _____  Phone: _____ Email: _____
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# SOLICITATION INSTRUCTIONS AND CONDITIONS

## 1. Intent:

The Department of University Procurement intends to surplus IT items for Florida Polytechnic University. Please see Attachment A - Lot descriptions. Please note that this list is an estimate. Items are stored at the pickup location and are in a temperature-controlled room. The auction is pick-up only, the university will not be responsible for shipping any items.

This solicitation has two parts- Part A and Part B:

- A. Sale of surplus IT items as listed in Attachment A
- B. Opportunity to be awarded a price contract for future IT surplus items. The University requests that you include a pricing sheet for typical IT items, and relevant services (e.g. hard drive destruction) to be considered for award and future projects. Additionally, please include any fees, and or terms and conditions if applicable.

For all IT items awarded as a result of this ITB, Successful Respondent (s) will be responsible to provide certification and video proof of sensitive items shredded and destroyed. Successful Respondent assumes all liability at time of possession of items and assumes all responsibility for unsuccessful clean-up and any data leaks.

## 2. Pick-up location- Part A:

All items must be picked-up by Respondent directly or by Respondent's retained transportation logistics provider at the location. Specific details regarding the location will be provided to the awarded Respondent.

Polk State College – Lakeland Campus  
Building LTB – 2<sup>nd</sup> Floor  
3425 Winter Lake Rd  
Lakeland, FL 33803

## 3. Instructions:

The items are listed as lots per line item and it is the responsibility of the Respondent to submit their best offer for each individual lot.

- i) Respondents must submit their proposal indicating the specific lot and their offer using the **Excel Spreadsheet** provided as an additional attachment.
- ii) Equipment testing is not available.
- iii) All sales will be final. The University will not accept returns or exchanges of any kind for any item procured from this solicitation. Respondents should submit a bid price which reflects & includes FOB Origin – Freight Collect shipping terms for the lot.
- iv) Respondent must submit a bid for all items. The Respondent(s) that is deemed to be most advantageous to the university will be awarded. **Successful Respondent will be required to take all items.**
- v) All property is offered for sale “AS IS, WHERE IS.” University makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale.
- vi) The conditions for all items are unknown. It should be presumed that batteries, and power cables, if relevant, are missing. All hard drives have been removed.
- vii) The Respondent is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.
- viii) The University will be the sole judge of equality and suitability of the bids received.
- ix) If the Respondent does not explicitly identify exceptions to the specifications shown in the Invitation to Bid this may result in the rejection of the bid.

## 4. Removal

Successful Respondent of Part A must remove all items prior to December 7, 2023 unless other arrangements are made and approved by the Procurement Official listed above. Purchases will be released only upon receipt of payment as specified. Successful Respondents are responsible for the loading and removal of any and all property awarded to them from the place where the property is located. The Respondent will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No assistance will be provided.

## 5. Hard drive Requirement

If applicable, Respondent agrees to clean all hard drives to Department of Defense (DOD) standards and provide documentation of proof.

**6. Award**

It is the intent to award One (1) Respondent, however, the university reserves the right to award multiple Respondents.

**7. Key Event Dates:**

<b>Title</b>	<b>Description</b>	<b>Date/Time</b>
Solicitation Posting	ITB posted on Procurement’s public website	November 17, 2023
Question Due Date	Submit all questions prior to due date to <a href="mailto:procurement@floridapoly.edu">procurement@floridapoly.edu</a>	November 21, 2023 10:00 AM (ET)
Question Response Due Date	Responses to questions will be published via Addendum to the original bid via posting in the bid event.	TBD
Bid Due Date	All bids must be submitted prior to due date to <a href="mailto:procurement@floridapoly.edu">procurement@floridapoly.edu</a>	November 27, 2023 4:00 PM (ET)
Intent to Award	Intent to award will be posted on the Procurement website for 72 hours	TBD
Notice of Award	Successful Respondent will be notified in writing	TBD
Pick Up Items – Part A	Items must be picked up prior to December 7, 2023.	December 7, 2023

**8. Questions:**

It is the responsibility of the respondent to submit any questions in writing to [procurement@floridapoly.edu](mailto:procurement@floridapoly.edu) prior to the question deadline. The subject of the email must include “**ITB-24-041 Questions.**”

**9. Form of Payment:**

It is agreed that the price offered by the Awarded Respondent as accepted by the University in the form of a Notice of Award, is due before or at time of pick-up of the surplus equipment in accordance with **ITB-24-041**. All monies paid in accordance with this Agreement will be made by cashier's check, wire transfer, or equivalent.

**10.** The University reserves the right to reject any or all submitted responses.

**11.** The University reserves the right to award the respondent that is in the best interest of the University.

**12.** The winning respondent must sign a liability waiver/hold harmless agreement to inspect/collect their awarding.

## Response Certification

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a quote for the same service or material and is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the ITB documents. I have completed and submitted all applicable quote forms and I am authorized to sign this bid for the Respondent.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## UNIVERSITY TERMS & CONDITIONS

The following terms and conditions apply to all Successful Respondents. By participating in this Competitive Solicitation process, Respondent agrees to be bound by the additional terms and conditions:

- 1) **Payment.** The Respondent will submit proof of payment or other compensation for Goods or expenses in detail sufficient for a proper pre-audit and post-audit. If necessary, upon receipt, the University has five (5) business days to approve the payment.
- 2) **Cooperation on Audits and Investigations.** The Respondent must cooperate with the University and provide specific records and/or access to the Respondent's records related to the Award for the purpose of conducting an audit or investigation. The University will provide Respondent with reasonable notice of the need for such records or access.
- 3) **Travel Expenses.** Respondent will not charge the University for any travel expenses, meals, and lodging unless otherwise explicitly provided for in the Agreement, and upon the University's prior written approval of the expenses. Under such circumstances, Respondent is authorized to incur the agreed travel expenses which will be payable by the University, but only to the extent permitted in Section 112.061, Florida Statutes. Respondent is responsible for any expenses more than these prescribed amounts.
- 4) **Taxes.** The University is a tax immune sovereign and exempt from the payment of sales, use, or excise taxes. If applicable, the Respondent must pay all personal property taxes on leased equipment and all taxes based upon net income.
- 5) **Relationship of the Parties.** The Respondent is an independent contractor, and neither the Respondent nor the Respondent's employees, agents, or other representatives are the University's employees or agents. The Respondent may not use the University's name, trademarks, logos, or marks without the University's prior written approval. The Respondent assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of itself and of its sub respondents or persons otherwise acting or engaged to act at the instance of the Respondent in furtherance of its obligations under the Agreement.
- 6) **Background Checks.** Prior to any of Respondent's (or sub respondent's) employees or agents entering the University's campus or premises to perform work pursuant to the Agreement, Respondent must have conducted, and the employee or agent must have passed, a background check. In addition, if Respondent's (or sub respondent's) employee or agent is listed on the Florida or National Sex Offenders Registry, that employee or agent may not enter the University's campus or premises in furtherance of the Agreement.
- 7) **Parking.** If applicable, the Respondent must ensure that all of Respondent's and Respondent's employees', agents', and sub respondents' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with and have parking permits purchased from the University's Parking and Transportation Services Department. Respondent and Respondent's employees, agents and sub respondents must observe all parking rules. The failure to purchase parking permits and otherwise comply with all the University's parking rules could result in the ticketing and/or the towing of Respondent's or Respondent's employees', agents', and sub respondents' vehicles.
- 8) **Respondent's Employment of Unauthorized Aliens.** Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Respondent knowingly employs unauthorized aliens, the University may terminate the Agreement immediately upon notice to Respondent for Respondent's violation of this provision.
- 9) **E-Verify.** All terms defined in Section 448.095, Florida Statutes are adopted and incorporated into this provision. Pursuant to Section 448.095, Florida Statutes, Respondent certifies (Exhibit I) that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent during the term of the Agreement. If Respondent enters into a contract with a sub respondent to perform work or provide services pursuant to the Agreement, Respondent must also require the sub respondent to comply with the requirements of Section 448.905, Florida Statutes. The sub respondent must provide to the Respondent an affidavit stating that the sub respondent does not employ, contract with, or subcontract with or to, any unauthorized alien. Respondent must maintain a copy of such affidavit for the duration of the Agreement. The University may terminate the Agreement immediately upon notice to Respondent for Respondent's violation of this provision.
- 10) **Workers' Compensation.** Respondent must have and maintain during the life of the award, Workers' Compensation Insurance for all its employees connected with the work related to the Agreement. In the event any work related to the Agreement is sublet or subcontracted, the Respondent must require the subrespondent to provide Workers' Compensation Insurance for all the subrespondent's employees unless such employees are covered by the protection afforded by the Respondent. Such insurance must comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under the Agreement is not protected under Workers' Compensation, the Respondent must provide, and cause each subrespondent to provide, adequate insurance for the protection of such employees.
- 11) **Equal Opportunity.** The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age, or disability.
  - a) The Respondent will comply with the provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the Contract regardless of value. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the Agreement, Respondent must complete the Certificate and Agreement of Non-Segregated Facilities (Exhibit II).
  - b) The Respondent will also comply with the Americans with Disabilities Act (ADA) of 1990, as revised.
  - c) If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the Agreement, and employs more than 50 people, the Respondent will complete and file prior to March 1 of each year a standard form 100 (EEO-1) and will maintain a written program for affirmative action compliance that is available for review upon the University's request.

12) Sub respondents. The Respondent is fully responsible for all work performed under the Agreement. The Respondent may, with the prior written consent of the University, enter into written subcontract(s) for performance of certain of its functions under the Agreement. The Respondent's subcontracts must not be implemented or effective until and unless approved in writing by the University. Respondent will fully notify any sub respondents of Respondent's responsibilities pursuant to the Agreement by providing language in the Respondent's subcontracts with sub respondents for work related to the Agreement. Respondent is solely responsible for all payments to its sub respondents. Respondent will require its sub respondents to provide proof of the required insurance coverage as well as proof of appropriate licenses before allowing the sub respondent to perform work related to the Agreement.

13) Covenant Against Commissions or Brokerage and Contingent Fees. Respondent warrants that the Respondent has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. In the event of Respondent's breach or violation of this warranty, the University has the right to terminate the Agreement, without liability, and to deduct from any amounts otherwise payable to Respondent under the Agreement the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to the University under the Agreement, at law or in equity.

14) Insurance. Respondent will maintain, at its own expense, amounts of insurance as required in the Solicitation. If no insurance is mandated in the Solicitation, Respondent must at a minimum maintain insurance that covers the Respondent's exposure in performing the Agreement. The University is self-insured and is not required to obtain additional insurance for purposes of the Agreement.

15) Licensing Requirements. To the extent applicable, Respondent must have and maintain all appropriate licenses necessary to provide the Goods/Services related to the Agreement. Respondent must provide proof of such licenses to the University upon request.

16) Trademark or Copyright Infringement. The Respondent will, at its expense, defend any suit brought against the University and will indemnify the University against an award of damages and costs made against the University by settlement or final judgment of a court that is based on a claim that the use of the Respondent's product infringes a trademark or copyright of a third party; provided that the University notifies the Respondent in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that the Respondent is permitted to control the defense in any litigation or settlement of the suit. The University will provide reasonable cooperation in the defense of the suit at the Respondent's expense. Such defense and indemnity survive termination or expiration of the Agreement.

17) Confidentiality of Information.

a) The Respondent acknowledges and agrees that the following items are and remain confidential, proprietary, and the sole property of the University:

i) all documents, studies, materials, and information furnished to the Respondent by the University or the University's affiliates in connection with the Agreement, and

ii) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for the University in connection with the Agreement or which reflect any of the documents, studies, materials, or information furnished to the Respondent by the University (the materials described in this provision are collectively referred to as the "Information").

b) The Respondent agrees that it will not use the Information, nor share the Information with its employees, except as necessary to the Respondent's performance under the Agreement, and the Respondent will always comply with all state and federal laws governing the use and/or safe keeping of confidential and/or personally identifiable information. The Respondent must not disclose Information to third parties unless it obtains the University's written consent to such disclosure.

c) In the event the Respondent is required by subpoena or other judicial or administrative process or by law to disclose such records, the Respondent will:

i) provide the University with prompt notice thereof.

ii) consult with the University on the advisability of taking steps to resist or narrow such disclosure.

iii) furnish only that portion of the information that is responsive to the request.

iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not limited to, Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and

v) reasonably cooperate with the University in any attempt that the University may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records.

d) Upon termination of the Agreement or upon request by the University, the Respondent will promptly return the Information to the University. Notwithstanding the foregoing, if the University will share or provide access to protected health information or "PHI" with the Respondent for the Respondent to perform the Agreement, the University and the Respondent will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Agreement regarding the PHI (in lieu of this provision). This provision survives the termination or expiration of the Agreement.

18) Compliance with Public Records Law. The University is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and the University will respond to such public records request without any duty to give the Respondent prior notice. The University may unilaterally terminate the Agreement for Respondent's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision survives termination or expiration of the Agreement.

**IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (863) 874-8412, ogc@floridapoly.edu, Florida Polytechnic University, Attention: General Counsel, 4700 Research Way, Lakeland, FL 33805.**

a) To the extent that Respondent meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other requirements provided by law, Respondent must comply with public records laws, including the following provisions of Section 11 9.0701, requiring Respondent to:

i) Keep and maintain public records required by the University to provide the Goods/Service.

ii) Upon request from the University, provide the University with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Respondent does not transfer the records to the University.

Upon completion of the Agreement contract, transfer, at no cost, to the University all public records in possession of the Respondent or keep and maintain public records required by the public agency to perform the service. If the Respondent transfers all public records to the public agency upon completion of the Agreement, the Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Respondent keeps and maintains public records upon completion of the Agreement, the Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the University, upon request from the University's custodian of public records, in a format that is compatible with the information technology systems of the University.

b) The University may inspect the:

i) Financial records, papers, and documents of the Respondent that are directly related to the performance of the Agreement or the expenditure of state funds.

ii) The Respondent's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met.

iii) The Respondent must provide such records, papers, and documents requested by the University within ten (10) business days after the request is made.

iv) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.

c) The terms of this section 23 Compliance with Public Record Laws are material terms of the Agreement, and failure to comply may result in termination of the Agreement and/or civil penalties.

19) Convicted Vendor List. The Respondent represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).

20) Waiver of Rights and Breaches. No right conferred on the University by the Agreement is deemed waived and no breach of the Agreement is excused unless such waiver of right or excuse of breach is in writing and signed by the University. The University's waiver of a right or excuse of breach does not constitute a waiver or excuse of any other right or breach.

21) Federal, State, Local Laws, and Regulations. The Respondent and any sub respondents must comply with all applicable laws, ordinances, and regulations.

22) Force Majeure. In the event compliance with any obligation under the Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation will be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section do not excuse either party's inability to fulfil its obligations hereunder because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, an act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

23) Assignment/Modification of Agreement. The Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. The Agreement is binding upon the parties' successors and assigns.

24) Indemnification. The Respondent is responsible for its performance under the Agreement. The Respondent will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, the University and their officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Respondent or Respondent's officers, employees, agents, guests, patrons, licensees, invitees or sub respondents in connection with or related to their operations, activities, and/or occupancy or use of the University premises in performance of the Agreement. This provision survives termination or expiration of the Agreement. The Respondent's obligations under this provision do not extend to any liability caused by the sole negligence of the University or its officers, agents, or employees.

25) Sovereign Immunity. Nothing in the Agreement is to be construed as an indemnification of the Respondent by the University or as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes.

26) Governing Law; Venue. The Agreement is governed by the laws of the State of Florida and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any disputes related to the Agreement will be governed by Florida law, and the Agreement is deemed to have been executed and entered in the State of Florida. Exclusive venue of any actions arising out of the Agreement will be in the courts in Polk County, Florida.