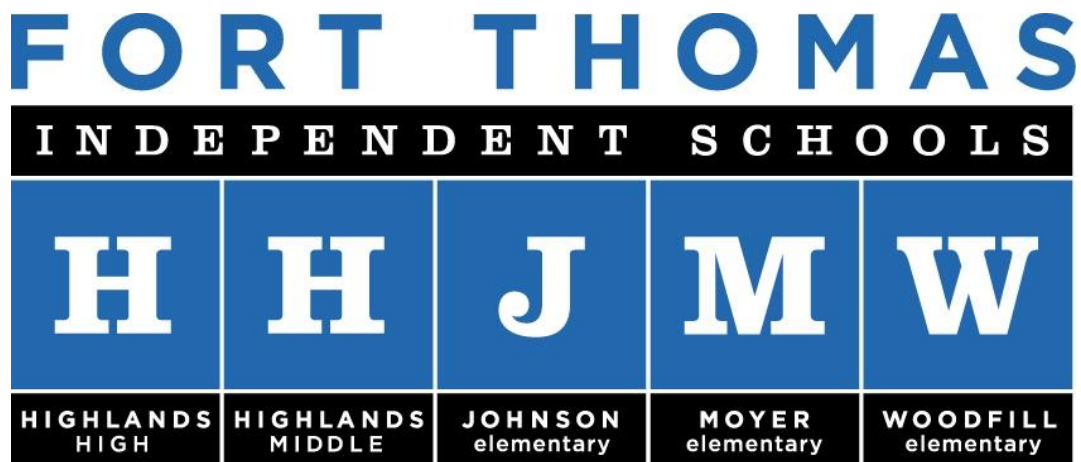


FORT THOMAS INDEPENDENT SCHOOLS

SURPLUS TECHNOLOGY EQUIPMENT

BID DOCUMENTS



Prepared by:

Diana M. McGhee, Director of Technology

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-- INVITATION TO BID --

**Fort Thomas Independent Schools
28 North Fort Thomas Ave.
Fort Thomas, KY 41075**

*** SURPLUS EQUIPMENT BID ***

The Fort Thomas Independent Schools Board of Education (herein after called The Board of Education) will receive bids for the property listed herein. You are invited to submit a bid, subject to the terms and conditions of this invitation to bid. Please read the following instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Bids must be emailed to Diana M. McGhee, diana.mcghee@fortthomas.kyschools.us in a PDF format.

Copies of this invitation to bid may be obtained in the District's Central Office, at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

TIME AND LOCATION OF BID OPENING:

Bids will be accepted until **2pm Monday, March 6, 2017 Eastern Time**. All bids must be received by the time designated in the invitation and none will be considered thereafter. The Board of Education cannot assume the responsibility for any delay as a result of failure of the email service to deliver the bids on time.

BID AWARD:

Contract(s) may be awarded to the highest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a group basis, or on a total basis, whichever is deemed to be in the best interest of The Board of Education. The board does not guarantee the condition/operation of the equipment listed.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF FORT THOMAS INDEPENDENT SCHOOLS, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS IN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF FORT THOMAS INDEPENDENT SCHOOLS SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS IN INDUCEMENT, OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF FORT THOMAS INDEPENDENT SCHOOLS, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

B. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

D. FREIGHT

The awarded bidder shall be responsible for all transportation/freight and packaging costs associated with removing the item(s) from District property.

E. STATE OF THE EQUIPMENT

All equipment will be sold "as is", and no alterations to the equipment will be made by District personnel. Furthermore, equipment does not include any type of extended warranty. Bidders must agree to provide District with itemized list of equipment with serial numbers, and bidders agree to completely wipe hard drives of machines/devices upon acceptance.

F. BIDS

Tabulations will be made by the Technology Department and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the second Monday of each month. Bidders are requested not to call the Office for a tabulation of the bids.

Any bids received after scheduled time of opening will be returned unopened to the bidder.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned shall be rejected.

For any clarification relative to this bid, contact Diana M. McGhee, Director of Technology, Fort Thomas Independent Schools, Telephone: (859) 815-2014.

CONFLICT OF INTEREST

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
 - a) He, or any member of his immediate family has a financial interest therein; or
 - b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

Signature

Date

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455

NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID IN ORDER FOR YOUR BID TO BE QUALIFIED.

**FORT THOMAS INDEPENDENT SCHOOLS
SURPLUS EQUIPMENT BID**

BID FORM + (1 PAGE OF ATTACHED SPREADSHEET)

Awarded bidder(s) are responsible for any/all shipping/freight costs associated with equipment delivery.

Addenda _____ (Insert the addenda numbers received or the word “none” if no addenda received.)

EXCEPTIONS:

Name _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____

Fax _____

E-Mail Address _____

Authorized Bidder's Signature _____

Date _____

Awarded bidders shall be notified by receipt of an invoice detailing awarded items. Each awarded bidder is required to pay in cash or with a cashiers check made payable to “Fort Thomas Independent Schools”. A Board receipt will be issued to the awarded bidder upon receipt of payment. The awarded bidder shall be required to present this receipt for equipment pick-up.

Upon Bid Submittal Bidder Shall Provide the Following;

- Completed Attached Bid
- Signed and dated Conflict of Interest Form

For questions call Diana M. McGhee, Director of Technology at (859) 815-2014.