



Biloxi Public Schools

Purchasing

160 St. Peters Ave, • P. O. Box 168, Biloxi, MS (228)374-1810 • Fax (228)436-5104
Traci L. Barnett, Purchasing Specialist

INVITATION FOR BID

January 27, 2012

Dear Business Official:

The Board of Trustees of the Biloxi Public School District is offering for sale to the highest bidder the surplus property described on the attached page.

Property may be inspected by appointment only. Appointments may be made by calling (228)436-5140.

Bid proposals must be sealed and submitted prior to 10:00 AM, Friday, February 17, 2012, to the Purchasing Department located in the Biloxi Public Schools Administration Building, 160 St. Peters Avenue, Biloxi, MS, 39530 (Mailing Address: P.O. Box 168, Biloxi, MS, 39533). Bid must be marked **"BID ON SURPLUS PROPERTY"** on the outside of the envelope. The Board of Trustees reserves the right to reject any or all bids and waive informalities.

Upon notification, successful bidders must provide payment for the amount offered (by check or money order, payable to the Biloxi Public Schools) to the Business/Accounting Office. Transportation costs must be provided to the Biloxi Schools, if applicable. The successful bidder will be advised of this cost when notified of bid results. Payment must be made within 30 days of notification and property must be picked up within five days after payment. Failure to do so gives the owner the right to award the bid to the next bidder.

Sincerely,

BILOXI PUBLIC SCHOOLS

Traci L. Barnett
Purchasing Specialist

Cc: Sam Bailey
Richard Davis



Biloxi Public Schools

Purchasing

160 St. Peters Street • P O Box 168, Biloxi, MS (228)374-1810 • Fax (228)436-5104

Traci L. Barnett, Purchasing Specialist

SALE OF SURPLUS PROPERTY Bid Opening: February 17, 2012

ITEM #	DESCRIPTION	AMOUNT OFFERED
1	1995 Chevy Box Truck P-35 Truck (W-5); 156,336 miles Fuel type: Gas Minimum Bid: \$1,500 VIN: 1GBKH32K5S3323841	_____
2	1996 Ford F-150 Truck (M-13); 130,397 miles Fuel type: Gas Minimum Bid: \$1,000 VIN: 2FTEF15N9TCA36040	_____

Payment must be made within 30 days of notification and property must be picked up within five days after payment. Failure to do pick up equipment gives the Biloxi Public Schools the right to award the bid to the next bidder.

Signature

Company Name

Name (typed or printed) & Title

Street or P.O. Box Number

Telephone

City, State, Zip

FAX Number

Email Address



Biloxi Public Schools

Purchasing

160 St. Peters Ave, • P. O. Box 168, Biloxi, MS (228)374-1810 • Fax (228)436-5104

Traci L. Barnett, Purchasing Specialist

INSTRUCTIONS TO VENDORS – Part A

BID PROPOSAL

For purposes of clarity, the terms contractor, vendor and seller shall be synonymous.

The terms Biloxi Public Schools, District and owner shall be synonymous.

The terms Bid and Proposal shall be synonymous.

1. Contract Documents.

1.1. The District's expectations with respect to the performance by each vendor and by each seller in connection with the District's purchase are set forth in the Instructions to Vendors. Vendors who fail to examine and comply with the bid documents do so at their own risk.

2. Preparation of Proposal.

2.1. Any explanation desired by a vendor regarding the meaning or interpretation of any portion of these Documents must be requested in writing and directed to the District Office of Purchasing in sufficient time for a reply to reach vendor before the submission of their Proposals. Oral explanations or instructions given before the opening of the proposals will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as a Proposal Addendum, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.

3. Information Required

- 3.1.** Each vendor shall furnish the information required by these Documents. The vendor shall sign the proposal, all addenda, and the Cost Proposal Sheet. The person signing the BID must initial erasures or other changes. Bid signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been furnished previously to the District's Office of Purchasing.
- 3.2.** Proposals must be firm. If the vendor believes it necessary to base his/her price on price adjustment, such proposal may be considered, but only as an alternate.
- 3.3.** The district is not required to pay Federal Excise Taxes and Mississippi and local retail sales and use taxes (except 'Resale Items'). Tax exemption certificates will be provided upon request.
- 3.4.** Proposals submitted on other than District forms or with different terms or provisions may be considered as non-responsive bids.

- 3.5. The District expects that all proposals will remain valid until sixty (60) days after the bid opening or until contracts are signed and operational, whichever ever comes first. If a vendor indicates in the BID that he/she may withdraw the proposal in less than 60 days, this factor will be considered in awarding a contract.
- 3.6. Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.
- 3.7. Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4. Submission Format of Proposals.

- 4.1. Sealed proposals should be returned in an envelope marked on the outside with the vendor's name and address and the BID name. Address to: Biloxi Public School District, Office of Purchasing, P.O. Box 168, Biloxi, MS 39533.
- 4.2. Sealed proposals may be delivered (in person) to the Office of Purchasing, Biloxi Public School District Administration Building, 160 St. Peters Avenue, Biloxi, MS 39530.
- 4.3. BIDs must be returned in sufficient time to be received and stamped at the location specified on or before the opening date and time. BIDs presented after the time and date, of the beginning of the opening process, will **not** be accepted.
- 4.4. All acceptable bids will be publicly opened and read in the Board Room of the Biloxi Public School District's Administration Building, unless otherwise indicated on the announcement page of the proposal.
- 4.5. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the articles of goods or services.

5. Modification or Withdrawal of BIDs.

- 5.1.** Proposals may be modified or withdrawn by written notice received by the District's Office of Purchasing prior to the exact hour and date specified for receipt of BIDs. All modifications must be presented in a sealed envelope. A Proposal may also be modified or withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the modification or withdrawal, but only if the modification or withdrawal is made prior to the exact hour and date set for the receipt of proposals.

6. Evaluation Factors.

- "Most Advantageous Proposal". The District will award contracts to the vendor/s who submit the **"lowest and best value proposal"** to the District.

Evaluation of proposals shall be based on what is the best overall solution for the Biloxi Public School District (District).

- 6.1.** After awarding of proposals, the District reserves the right to negotiate the **"lowest and best value proposal"**, if in the District's sole discretion negotiation is appropriate under the circumstances and in the best interest of the District. It expressly reserves the right to request the "best and final" proposal from the **"lowest and best value proposal"** vendor/s after the opening of the BIDs.
- 6.2.** In all events, the District reserves the right to re-bid.
- 6.3.** The District expressly reserves the right to waive minor deviations from the specification when it is determined that total cost to the District of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming bid. In conjunction, the District also reserves the right to:
- 6.3.1.** Waive any defect, irregularity or informality in any proposal procedures.
 - 6.3.2.** Reject any or all BIDs.
 - 6.3.3.** Award the entire BID to one vendor
 - 6.3.4.** Award the BID (or portions) to more than one vendor
 - 6.3.5.** Award the BID under the most beneficial terms for the District
 - 6.3.6.** Extend the opening time and date.
 - 6.3.7.** Procure any item of the BID by other means approved by State and the District's regulations.



Biloxi Public Schools

Purchasing

160 St. Peters Ave, • P. O. Box 168, Biloxi, MS (228)374-1810 • Fax (228)436-5104

Traci L. Barnett, Purchasing Specialist

INSTRUCTIONS TO VENDORS – Part B

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For purposes of clarity, the terms contractor, vendor and seller shall be synonymous.

The terms Biloxi Public Schools, District and owner shall be synonymous.

The terms bid and proposal shall be synonymous.

Standard Terms

- 1. Purchases:** Every purchase by the Biloxi Public School District (“District”) of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheet/s.
- 2. Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller.
 - **Prohibition against Personal Interest in BIDs:** If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller’s bid. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.
- 3. Special Tools and Test Equipment:** If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller’s obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.
- 4. Warranty and Price:**
 - The price to be paid by the District shall be contained in Seller’s proposal which Seller warrants to be no higher than Seller’s current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.
 - The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability

and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

- 5. Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.
- 6. Safety Warranty:** Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.
- 7. No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void.
 - The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.
- 8. Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.
- 9. Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 10. Right to Assurance:** Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.
- 11. Independent Contractor:** Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

- 12. Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter “the indemnities) against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker’s compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.
- 13. Assignment Delegation:** No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District’s right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.
- 14. Waiver:** No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
- 15. Modifications:** The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.
- 16. Modification to Specifications:** Any and all variances from the items specified must be submitted in writing to the Office of Purchasing in addition to detailed manufacturer’s specifications ten (10) days prior to BID Opening.
- 17. Non-Resident Vendors:** Non-resident vendors must include documentation of the non-resident vendor’s state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding BIDs. If the local state does not have a non-resident vendor’s preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.
- 18. Applicable Law:** This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Harrison, Mississippi and the City of Biloxi, Mississippi and the policies and procedures of the Biloxi Public School District.
- 19. Interpretation Evidence:** The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20.Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Harrison County, Mississippi.

21.Payments: No partial payments will be given for services/products until the job/order is complete.

BID/RFP title: _____

(from Invitation For Bid page)

By signing below I certify that:

- No federal or state suspension or debarment is in place.
- No criminal history of the firm/vendor or its employees exists.
- There is no collusion involved in presenting the BID or its components.
- The minimum insurance requirements are in place.

Signature: My signature certifies that, as agent for:

Company/Firm Name

I have read and will abide by each portion of the BID component "Instructions to Vendors" for the Biloxi Public School District

Signature

Date