SALE OF PROPERTY
INVITATION TO BID

Bidder Acknowledgement Form

SUBMIT BIDS TO:
Division of Administrative Services
Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Mail Stop 31
Tallahassee, Florida 32399-0500

Reason for No Bid
(See General Condition #2)

Attn: Melissa L. McDaniel
Telephone: (850) 617-3203

TITLE: SALE OF XEROX PRINTERS AND CONTROLLERS

BIDS WILL BE OPENED: June 1, 2011 @ 2:30 P.M.

POSTING OF BID TABULATIONS: Tabulations with recommended award(s) will be posted on or about the date indicated on herein for review by interested parties on the Florida Bid System at http://myflorida.com, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest. **Posting will be on or about April 29, 2011.**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the property, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

BIDDER NAME:_____

MAILING ADDRESS: _____

TELEPHONE NUMBER: ( )_____

_____
Authorized Signature (Typed) Date

_____
Authorized Signature (Manual) Title

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORETHAN ONE BID PER ENVELOPE) **The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number**. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID**: Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and F.E.I.D. number must also appear on each page of the bid as required.
2. **NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to this bid solicitation without giving justifiable reasons for such failure shall be cause for removal of the bidder's name from the bid mailing list without further notice. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **BID OPENING**: Bid opening shall be public, on the date, location and the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids that for any reasons are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.
4. **PRICES, TERMS AND PAYMENT**: Firm prices shall be bid.
5. **MISTAKES**: Bidders are expected to examine the specifications, and all instructions pertaining to the bid. Failure to do so will be at the bidder's risk. In case of mistake in extension the unit price will govern.
6. **INTERPRETATIONS/DISPUTES**: Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than 10 days prior to the bid opening. No interpretation shall be considered binding unless provided in writing by the Department's Purchasing Director in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights or further negotiation, or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.
7. **CONFLICT OF INTEREST**: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches in accordance with Chapter 287, Florida Statutes. All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. **AWARDS**: As the best interest of the State may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. **DEFAULT**: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default.
10. **LEGAL REQUIREMENTS**: Applicable provision of all Federal, State, county, and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
11. **ADVERTISING**: In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.
12. **ASSIGNMENT**: Any Contract entered into pursuant to this bid invitation is not assignable by the buyer without the Department's written permission.
13**. LIABILITY**: The Buyer shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the breach of this contract or the buyer's negligence. This requirement does not apply to contracts between governmental agencies.
14. **CANCELLATION:** The State shall have the right of unilateral cancellation for refusal by the Buyer to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Buyer in conjunction with the contract.

15. **PUBLIC RECORDS**: Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07. F.S. This includes materials that the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

16. **REAL PROPERTY:** an environmental site assessment and if the property contains improvements, an asbestos survey(s) will have been performed and a copy of the assessment and survey(s) may be obtained by contacting the Department or on the web at www.fl-dof.com and clicking on the Surplus Property Sales link.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SALE OF PROPERTY
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS

PURPOSE

The purpose of this bid is to SELL one (1) Xerox DocuPrint 135 Printer (DP135) and one (1) Xerox DocuPrint Printer (DP90). The Department of Highway Safety and Motor Vehicles (DHSMV) intends to only sell the printers and not the property on which the items are located. The Department intends to sell the items **"as is"** with no warranty expressed or implied. **There is a minimum bid of $5,000 for each of the printers.**

TECHNICAL SPECIFICATIONS

See Appendix I for pictures.

Item One:

Xerox DocuPrint 135 Printer (DP135)

Printer Model: DP2K135C, LP2KSW2 has four (4) input trays, with four (4) output bins. The Serial number for this equipment is # G3U100302. This equipment must also be sold with the Xerox DPCNTRL-3 Controller (For DP135) Control Unit Model: DP2K100-135.

The Printer dimensions are as follows:

Xerox DP135 Printer:	12' 7" x 3' 4" x 5' 4"
Xerox DP135 Control Unit:	2' 6" x 2' 6" x 4' 11

Item Two:

Xerox DocuPrint 90 Printer (DP90)

Printer Model: DP90PRT1C. This printer has six (6) input trays and two (2) output bins. The Serial number for this equipment is #MTG015872. This equipment must also be sold with the Xerox Control Unit Model: PSCTRL 150 Controller.

The Printer dimensions are as follows:

Xerox DP90 Printer:	5' 7" x 3' x 5' 3"

The control unit is included as a part of this equipment.

This equipment is located at:

Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Neil Kirkman Building
Tallahassee, Florida 32317

Vendors may choose to bid on one or both of the above listed items.

SITE VISIT/INSPECTION

An on-site inspection of the item(s) is recommended. All perspective bidders should perform their own due diligence prior to submitting a bid. Interested bidders may inspect the item(s) for sale prior to submission of bids. Bidders shall contact Denise Rodenbough at (850) 617-2014 to schedule inspection of the items. Bidders shall consider all site conditions dealing with the removal of the items.

PICK-UP/REMOVAL

The successful bidder(s) will have **forty five (45) calendar days** after payment is received by the Department to remove the item(s) completely from the Department's property. The successful bidder shall be liable for any and all damages to existing structures. Removal of any shrubs or trees in order to retrieve the item(s) shall not occur until approved on-site by the Department. Any approved removals and the cost of clean-up shall be at the sole cost of the successful bidder.

PAYMENT

The Department will invoice the successful bidder for the amount due (bid price). The successful bidder will have thirty (30) calendar days to make payment in full to the Department.

BID GUARANTEE

Each bid shall be accompanied by a bid guarantee payable to the Department in the amount of $1,000.00. Any bids not including the bid guarantee shall be deemed non-responsive and shall be rejected. The form of the bid guarantee shall be a Cashier's Check, Certified Check or Bid Bond. The unsuccessful bidders' bid guarantees shall be returned within ten (10) consecutive calendar days after the posting of agency's intent to award bid. The successful bidder's bid guarantee shall be credited towards the purchase price of the item(s).

INSURANCE REQUIREMENTS

The successful bidder shall not commence any work in connection with the property until obtaining the following insurance and such insurance has been approved by the Department, nor shall the successful bidder allow any sub-contractor to commence work on his subcontract until all similar insurance has been obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

CERTIFICATE OF INSURANCE

The successful bidder must furnish proof of insurance coverage within ten (10) calendar days after Notification of Award. A Certificate of Insurance shall be furnished by the successful bidder and shall include the State of Florida, Department of Highway Safety and Motor Vehicles as additional insured. This form(s) shall be completed and signed by the authorized Licensed Florida Agent and returned to the following address:

Bureau of Purchasing and Contracts
Neil Kirkman Building
2900 Apalachee Parkway
Room B413
Tallahassee, Florida 32399-0500

Certificate(s) shall be dated and show:

1. Name of the insured successful bidder, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.

2. Statement that the insured will mail notice to the Department, at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder shall take out and maintain during the life of the contract: Minimum limits of Liability $100,000.00 each occurrence $300,000.00 aggregate Including Bodily Injury, Property Damage and products and completed operations.

INSURANCE, LOSS DEDUCTIBLE CLAUSE

The State of Florida shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful bidder providing such insurance.

DRUG-FREE WORKPLACE

Preference shall be given to the bid certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Whenever two or more equal bids, which are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bid will be followed if none of the tied vendors have a drug-free workplace program. **See Attachment A**

CERTIFICATION STATEMENT. If applicable, please sign and return with your bid response.

AWARD OF IDENTICAL (TIE) BIDS

In the event of a tie bid, the Department will contact all tie bidders for additional quotes.

REJECTION OF BIDS

The Department reserves the right to reject any and all bids when such rejection is in the interest of the State of Florida, and to reject the bid of a bidder who the Department determines is not in a position to perform the Contract.

LATE BIDS

Bids received by the Department after the bid opening time and date will be rejected as untimely and will not be opened. A late bid notice will be sent to the bidder upon posting of Award Notice with instructions for its return. Unclaimed late bids will be destroyed after forty five (45) days. Offers from vendors listed on the Department's posted Award Notice are the only offers received timely in accordance with the Department's bid opening time and date.

BIDDING INSTRUCTIONS

In addition to the instructions on the Sale of Property cover sheet, Bidder Acknowledgment, each bidder must complete the attached Bid Price Sheet in its entirety. It is important that the instructions on the Bid Price Sheet be closely adhered to so that bids may be equitably evaluated. By affixing a manual signature to the Bid Price Sheet, the bidder states that he/she has read all the provisions of the bid package and agrees to the terms, conditions and specifications contained therein.

PRICE SHEET

Bidder shall furnish a **firm fixed price** for the items as specified herein. The Department will not accept any additional expenses not included in the bid price.

EVALUATION AND AWARD

The Department reserves the right to award to the highest responsive bidder(s). As the best interest of the state may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the highest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Any further clarification, if necessary, will be by written addendum. All other provisions of the Awards paragraph, General Conditions, shall prevail.

POSTING OF BID TABULATIONS

Bid tabulations with recommended award(s) will be posted on or about the date indicated on the Bid cover sheet for review by interested parties on the Florida Bid System at http://myflorida.com/ , click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements, tabulation will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

QUESTIONS

Questions regarding bidding procedures may be directed to:

Melissa L. McDaniel, Purchasing and Contracts
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
Telephone: (850) 617-3203
Email: MelissaMcDaniel@flhsmv.gov

No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any discussions with any purchaser or departmental employee. Only those communications which are in writing from the Department's Purchasing Office may be considered as a duly authorized expression on behalf of the purchaser. Also, only communications from the bidders which are signed and in writing will be recognized by the purchaser as duly authorized expressions on behalf of the bidder. The Department will not accept any revisions or additions to any bid after the bid opening date.

*****IMPORTANT NOTICE*****

Pursuant to Section 287.057(23), F.S., Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

BID PRICE SHEET

DESCRIPTION	FIRM FIXED PRICE
Item One:	
One (1) Xerox DocuPrint 135 Printer (DP135)	$_____ (a)
(With the Xerox DPCNTRL-3 Controller (For DP135) (Control Unit Model: DP2K100-135)	
Item Two:	
One (1) Xerox DocuPrint 90 Printer (DP90)	$_____ (b)
Grand Total (a+b=c)	**$_____ (c)**

Vendors may choose to bid on one or both of the above listed items.

By affixing signature to this BID PRICE SHEET, bidder acknowledges reading and agrees to accept all terms, provision, and conditions in this Invitation to Bid.

BIDDER NAME:_____

SIGNATURE (MANUAL):_____

SIGNATURE (PRINTED):_____

ADDRESS:

CITY: _____

STATE: ZIP: PHONE NUMBER:_____

FEID/SSN: EMAIL ADDRESS:_____

Please submit two (2) copies of all bid documents, including Bid Price Sheet.

ATTACHMENT A

Department of Highway Safety and Motor Vehicles

DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug- free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

VENDOR'S SIGNATURE

APPENDIX I

One (1) Xerox DocuPrint 135 Printer (DP135)

(With the Xerox DPCNTRL-3 Controller (For DP135) and Control Unit Model: DP2K100-135)

One (1) Xerox DocuPrint 90 Printer (DP90)