

PURCHASING DEPARTMENT

**UNIFIED SCHOOL DISTRICT 500
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104
(913) 551-3200**

The Board of Education, Unified School District No. 500, Kansas City, Kansas, will receive sealed bids on TEXAS INSTRUMENTS NSPIRE PRODUCTS for Bishop Ward High School, 708 N. 18th Street, Kansas City, Kansas not later than June 20, 2011 at 10:00 a.m. in the Purchasing Department Office, 2010 N. 59th Street, Kansas City, Kansas, 66104.

Bids should be marked on the outside of the envelope "Bid No. 00026 – NSPIRE."

Mandatory specifications are enclosed. Please return quotations on the enclosed forms and in the attached envelope. Complete all information requested on these forms. It is imperative that the additional documentation requested in this bid solicitation is included so that your bid may be equitably evaluated.

All quotes offered on this bid solicitation should include delivery charges and be quoted F.O.B. delivered to the Bishop Ward High School, 708 North 18th Street, Kansas City, Kansas, 66102. Please respond according to the quantities requested.

Please be sure to indicate any items that do not meet the written specifications and attach literature and specification sheets for the software which your firm is offering. Please be advised that demonstrations may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the specifications on this bid, please contact Robert Young, 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66104, telephone (913) 551-3200.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the vendor.

If you cannot or chose not to quote on this bid and wish to remain on the bid list for these types of product please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address.

Robert Young, CPPO
Director of Purchasing
Unified School District 500

**STANDARD TERMS & CONDITIONS
UNIFIED SCHOOL DISTRICT NO. 500**

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid that takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offerer or vendor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. **COMPLETING BID:** Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. The authorized bidder must sign each bid sheet and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF BID:** Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Purchasing Office, Library Building, 625 Minnesota Avenue, Kansas City, Kansas 66101, prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS AND MODIFICATION OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.

12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.

U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.

The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.

14. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
15. **DAMAGED AND/OR LATE SHIPMENTS:** U.S.D. 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
18. **TAX EXEMPT:** U.S.D. 500 is exempt from Federal, State and local taxes by #KSF2LEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
19. **SAFETY:** All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
20. **DISCLAIMER OR LIABILITY:** U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
21. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

22. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
23. **ANTI-DISCRIMINATION Clause:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

BID NO. 00026

SPECIAL TERMS AND CONDITIONS

- 1.1 Unified School District Number 500 requires that deviations from these specifications shall be clearly noted and illustrated. Adequate information must be provided to allow Unified School District No. 500 to evaluate any and all exceptions or alternates.
- 1.2 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Kansas or United States law.
- 1.3 Bidders shall hold their price firm and subject to acceptance by Unified School District No. 500 for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.4 Unified School District No. 500's Purchasing Department will not accept telegraphic or electronically transmitted bids.
- 1.5 Unified School District No. 500 reserves the right, in case of bidder default, to procure the articles or services from other sources, and hold the defaulting contractor responsible for any excess costs occasioned thereby.
- 1.6 Unified School District No. 500 requires that all bids must be signed.
- 1.7 The contract that will be derived from this bid request shall not be sublet, except with the written consent of the Director of Purchasing. This is inclusive of the maintenance requirements of this contract. No such consent shall be construed as making the school district a party to such subcontractor. No subcontract shall under any circumstances relieve the Contractor of his/her liability and obligation under this contract, and all transactions with the school district acting through its Director of Purchasing must be through the bidding contractor.
- 1.8 The Board of Education reserves the right to determine if bid products are equivalent to specified products. The District and its personnel will be the sole judge of the product's equality and fitness of purpose.
- 1.9 The products delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the District.
- 1.10 Bidders are expected to be familiar with project and existing conditions.

BID NO. 00026

- 1.11 Time for completion of the contract specified is an essential condition of this contract. All items must be shipped not later than August 1, 2011. If the bidder cannot complete the shipment for which he/she submits a proposal by that time, he/she shall state in his bid the date by which he proposed to complete the work. The Board of Education reserves the right to consider the date of completion stated in awarding the contract.
- 1.12 Complete literature and specifications of items bid are to be included with this proposal.
- 1.13 Prices shall include all labor, materials, removal, over-head, profit, insurance, professional liability insurance, performance bond, etc., to provide the delivered product.
- 1.16 Delivery dates may vary and occur over time, however complete delivery and installation work must be completed by August 1, 2011.
- 1.17 The attached checklist and deviations sheet must be completed and included with the bid or the bid may be considered non-responsive.
- 1.18 When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by the descriptive literature and/or sample may be required and shall be supplied at no charge to the school district.

BID NO. 00026

BID SPECIFICATIONS

ITEM : Texas Instruments NSPIRE Products

QUANTITY: See Below:

Delivery to Bishop Ward High School, 708 N. 18th Street, Kansas City, Kansas, 66102, of all items listed in this document. All bid equipment must be ready to operate.

Technical questions relating to this bid should be directed to Mr. Robert Young, 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66104. Mr. Young can be contacted by phone at (913) 551-3200 or by fax at (913) 551-3230.

When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration.

Listed on the attached are specifications that are **minimum specifications** (the equipment bid must meet or exceed the following – no exceptions). These specifications are based on the Texas Instruments NSPIRE product line. Be sure to indicate below with a check or mark yes or no beside each item to determine compliance with the written specifications.

<u>Item</u>	<u>Yes</u>	<u>No</u>
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TEXAS INSTRUMENTS NSPIRE CX CAS TK

Package includes 10 each NSPIRE CX CAS TK And 1 each docking station	_____	_____
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Unit Cost	_____	_____
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Total Cost for 9 packs	_____	_____
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**TEXAS INSTRUMENTS NSPIRE NAVIGATOR FOR
30 USERS**

Unit Cost	_____	_____
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Total Cost for 3 each	_____	_____
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<u>Item</u>	<u>Yes</u>	<u>No</u>
<u>TEXAS INSTRUMENTS NAVIGATOR CART</u>	_____	_____
Unit Cost	_____	_____
Total Cost for 3 each	_____	_____

ALL BIDS MUST BE ACCOMPANIED BY DESCRIPTIVE LITERATURE AND/OR SPECIFICATIONS TO RECEIVE CONSIDERATION. DEMONSTRATIONS AND/OR EXAMPLE SITES MAY BE REQUIRED PRIOR TO AWARD OF BID.

PLEASE INDICATE UNIT PRICE BELOW. IF A SUBSTITUTE IS BEING MADE FOR THE NAME BRAND CALLED FOR ON THE BID SHEETS INDICATE THE MODEL OF THE EQUIPMENT THAT YOUR FIRM IS BIDDING ON THE SAME LINE ITEM.

TOTAL COST FOR
PRODUCTS
AS LISTED ON
THE PREVIOUS PAGES:

LINE 1 Aggregate cost: _____ 1 EACH

INDICATE THE MANUFACTURER AND MODEL NO. OF THE EQUIPMENT YOUR FIRM IS OFFERING:

INDICATE THE LENGTH OF THE WARRANTY PERIOD (PARTS & LABOR): IF OTHER THAN REQUIRED BY THE BID DOCUMENT

PLEASE INDICATE WHEN DELIVERY OF EQUIPMENT AND INSTALLATION CAN BE COMPLETED AFTER RECEIPT OF ORDER:

IS ALL REQUIRED DOCUMENTATION ATTACHED (YES/NO)? _____

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE: _____

TITLE: _____ FIRM: _____

PHONE: _____

E-MAIL: _____