



# INVITATION TO BID

(This is not an order)

**Invitation Number 1516-Tech-5-0428**

**Bid Opening**  
**Time: 4:00 PM**  
**Date: April 28, 2016**

The Auburn-Washburn USD No. 437 Board of Education invites your bid for:

## **Replacement Intercom System**

We look forward to receiving your bid.

Sincerely,

**Auburn-Washburn USD No. 437**

Bruce Stiles  
Executive Director of Business Services

**AUBURN-WASHBURN USD NO. 437**  
**BID NO. 1516-Tech-6-0428**

**GENERAL TERMS**

**1. Written Contract**

Unless a written contract is specified in the Specific Terms of the bid documents and a written contract enclosed, the vendor's completed and signed response will be considered an offer and the School District's purchase order will be considered an acceptance and shall constitute a written contract. All terms included in the bid documents shall be considered a part of the written contract.

**2. Non-Discrimination**

Bidders agree that if awarded a contract under this invitation, they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

**3. Alternate Bids**

The specifications contained herein reflect the best estimate of the School District's need. However, bidders may submit alternate bids for furnishing goods in a format and/or under conditions other than those specified in the bid document. Consideration of alternate bids is not guaranteed and will be done so only if considered to be in the best interest of the School District.

**4. Inquiries**

Inquires concerning this bid must be directed to Patrick Clear at 785-339-4088 or [clearpat@usd437.net](mailto:clearpat@usd437.net).

**5. Protests**

All protests concerning this bid must be directed to Bruce Stiles in writing. This may delay the bid opening until the matter can be resolved. Protests to the award of the bid need to be made by 5:00P.M., C.S.T., the Wednesday following the Board of Education's award.

**6. Extension Errors**

In the case of an obvious error in the extension of prices in a bid, the unit price shall govern.

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**7. Pricing Period**

All prices submitted in this bid document shall remain valid for a period of at least 60 days.

**8. Selection of Bid**

It is not the policy of the Auburn-Washburn Unified School District No. 437 to purchase on the basis of low bids alone. In evaluating bids submitted; price, service, responsiveness to bid instructions and condigitno, and bidder qualifications will be taken into account. The district shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by any required security or data required by the bidding documents or a bid in any way incomplete or irregular.

**9. Rejection of Bids**

The School District reserves the right to reject any or all bids, to waive deviations from the specifications and to waive informalities in the bids received whenever such rejection or waiver is considered in the best interest of the School District. The School District also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete contracts of a similar nature on time, or the bid of a bidder who is not qualified in the opinion of the School District, to perform within the bid specification.

**10. Conflicting Terms**

Whenever there is an apparent conflict between the Submittal or General Terms and the Specific Terms, the Specific Terms shall prevail.

**11. FOB Point**

All goods must be bid FOB 5928 SW 53rd Street, Topeka, Kansas.

**12. Refusal of Goods**

The use of brand names and descriptions of merchandise is to indicate the minimum quality acceptable and unless so stated is not meant to preclude the submission of the bids for products of equal quality. The School District reserves the right to return, at no expense, merchandise which in the opinion of the School District is in obvious non-compliance with specifications.

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**13. Payment**

The Contractor must file a claim for payment by the 20th of the month prior to the first Board of Education meeting of the subsequent month. Payment will be made following approval by the Board of Education.

**14. Sales Tax**

Sales tax will not be charged on School District's purchases.

**15. Regulatory Compliance**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR part 85, Sections 85.105 and 85.110 –

The applicant certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

**16. Contractual Provisions**

This purchase shall be governed by State of Kansas form DA-146a. A copy of the provisions has been attached at the end of these bid specifications.

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**SPECIFIC TERMS**

**1. Configuration**

Included detailed information on the proposed systems. Proposals without specifications may be considered non-responsive. Web addresses with the listed specifications for the proposed systems will be acceptable.

**2. Service and Support**

Please describe service programs proposed, including number of years of service and what is included (parts, labor, accidental damaged, etc). Additional warranty options provided as options to the base bid will be accepted.

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**SUBMITTAL TERMS**

**1. Document Identification**

Bids must be submitted in a sealed envelope with the bid number and opening date and time clearly indicated on the lower left-hand corner of the envelope. Bids must be received prior to the opening date and time. If mailed, bids must be addressed to:

Auburn-Washburn USD No. 437  
Shuler Education Center-Business Office  
5928 SW 53rd Street  
Topeka, KS 66610

The School District shall accept no responsibility for the accidental pre-mature opening or failure to open a bid which is not identified as stated above.

**2. Late Bids**

Late bids will be rejected. The ultimate responsibility for the delivery of the bid document lies with the bidder. The School District shall make no concessions regarding postal service or any other form of conveyance of the bid document even when timely delivery of the bid fails through no fault of the bidder.

**3. Amendments by Bidders**

Bid amendments must be made by letter within three working days. Bids may not be amended verbally. The bidder bears the same responsibility for delivery of bid amendments as for the original document. All amendments must be clearly marked as such and must arrive prior to the bid opening. Any attempt to make additions, deletions, corrections, or withdrawals of the bid not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for rejection of the bid.

**4. Amendments by School District**

Amendments to the bid by the School District will be made by the Director of Business Services and will be in writing.

**5. Bid Terms**

Please state how long bid prices will remain in effect after bid has been awarded, failure to do so will allow prices to remain in effect until final bid award and contract has been carried out. All bids are approved by the Board of Education.

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**6. Purchase Order Requirements**

Please list all required information to be stated on the purchase order; state contract numbers, quote numbers, integrated identifications, etc. Purchase orders for this equipment will be sent to the winning bidder on May 1, 2015.

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**SPECIFICATIONS**

Replacement for existing Bogen intercom system.

Installation of Bogen IP based school paging system.

1 main node standard rack 48 station system;

1 remote node standard rack 48 station system;

Allowance for up to 24 replacement call switches;

Removal of existing Bogen system;

Complete rewiring of building to bring wiring up to current standards;

Reuse all existing speakers – if found to be bad replacement will be billed separately;

1 year of full service and maintenance on all parts and labor;

Will include all installation for new cabling, parts, labor, shipping, programming, and training;

District will provide network integration.



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**BID RESPONSE SUMMARY**

We have read all guidelines stated in the notice to bidders and submit this quotation in accordance with stated conditions.

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

Company representing \_\_\_\_\_

Questions concerning this quotation may be directed to: \_\_\_\_\_  
(Please print or type name)

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email \_\_\_\_\_

Vendor Contact Number \_\_\_\_\_

Approximate delivery time after award \_\_\_\_\_

Prices good through \_\_\_\_\_

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.