
REQUEST FOR BID

Middle Atlantic Equipment

BID NUMBER:	1017
RELEASE OF RFB TO BIDDERS:	May 18, 2011 9:00 AM
BID RESPONSE DUE:	April 24, 2011 1:00 PM

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understand all provisions; (5) if accepted by USD 262, this Bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted Bid will be bidder responsibility.

Firm Name: _____

Contact: _____

Email Address: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax:** _____

Taxpayer ID Number: _____

I. FIRM REQUIREMENTS

- A. Firm shall warrant that the products are newly built (NO GRAY MARKET or REFURBISHED).
- B. Firm shall purchase equipment directly from manufacturer or through manufacturer authorized channels only, in accordance with all applicable laws and current manufacturer's applicable policies at the time of purchase.
- C. Firm shall provide where source equipment was purchased from, which will be verified by the manufacturer account manager.
- D. Firm should have the capacity and willingness to field calls/emails from USD 262 if a problem occurs.
- E. The firm will be willing to field follow up questions from USD 262 once the project is completed.
- F. Firm will provide full, detailed documentation of all aspects of the project.

II. ADDENDUM(S)

Any addendum(s) will be posted to the Bid Requests page on the Valley Center Public Schools Technology Department website at <http://www.usd262.net> under Technology Department. Vendors are responsible for checking the website and acknowledging any addendums in their response.

No.	DATE	INITIALS
1		
2		
3		

III. BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

- A. USD 262 reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of USD 262.
- B. USD 262 interprets the term "Lowest Responsible and Best Bidder" as requiring USD 262 to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. USD 262 can consider, among other factors, such things as references, past performance, the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received. Bid responses will be rejected if all bid specifications are not met.
- C. Alternate bids (two or more bids submitted) will be considered for an award. USD 262 reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
- D. Bidders MUST mail completed copies of this entire document to the Technology Director, USD 262 Technology Department, 426 S. Meridian, Valley Center, KS 67147, or email to bidrequests@usd262.net on or before the date and time specified.
- E. All questions regarding this bid request shall be submitted electronically, by date and time specified, to bidrequests@usd262.net. The email must contain this bid number, name, date and numbered questions. USD 262 will not answer questions transmitted through facsimile or methods other than set forth in this paragraph. All questions will be answered in an addendum, 5 working days after question due date. USD 262 is not responsible for questions not received on or before the due date, including emails lost due to spam filters or technical issues.
- F. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- G. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist USD 262 in analyzing its bid.
- H. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, USD 262 may, by written notice, terminate the contract or purchase order.
- I. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
- J. The successful bidder will hold and save USD 262, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by USD 262. Vendors working on USD 262 property or on behalf of USD 262 will be required to carry minimum insurance listed in bid document.

- K. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to USD 262 inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a USD 262 representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- L. Contracts entered into based on submitted bids are revocable if contrary to law.
- M. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and Local laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).
- N. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
- O. Unless specified elsewhere in the document, all prices quoted must be F.O.B. specified destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
- P. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- Q. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of USD 262, and will not be returned. As an educational entity, USD 262 is subject to making records available for disclosure after Board of Education approval of the recommendation.
- R. USD 262 will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to USD 262 and/or its representatives. Further, USD 262 will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of Education has formally accepted a recommendation.
- S. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, or committee sanctioned by and/or governed by the USD 262 Board of Education. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that USD 262 may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
- T. USD 262 will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
- U. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
- V. USD 262 requests a just in time order process to alleviate storage issues and to ensure factory warranty stays engaged until products are installed.
- W. If a current update to a product is available, please provide the current solution and note the change.
- X. All associated costs required to complete project as specified should be included in your final bid.

IV. DELIVERABLES

Product Number	Description	Qty	Unit Price	Extended Price
PDS615R	Middle Atlantic 15A Power Sequencer	10		
UD2	Middle Atlantic 2 Space Rack Drawer	10		
EWR-12-17SD	Middle Atlantic 12RU Sectional Wall Rack	4		
EWR-16-22SD	Middle Atlantic 16RU Sectional Wall Rack	1		
PBL1-CP12	Middle Atlantic Aluminum Rack Blank – 1 Space – 12/PK	2		
	Shipping ¹	1		
Base Bid:				

¹Shipping to include inside delivery to specified location in Valley Center, KS 67147

Base Bid: _____

Number of calendar days for delivery after receipt of Purchase Order: _____

Name of Authorized Channel Equipment is to be purchased from: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature: _____ **Title:** _____

Printed Signature: _____ **Date:** _____