

**IRVING INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

2621 West Airport Freeway IRVING, TX 75062
PHONE: (972) 215-5440 FAX: (972) 215-5442

This is NOT AN ORDER. It is an invitation to bid or propose.

**Request for Competitive Sealed Proposals #09-22 -
Digital Full Dome Planetarium System Equipment and Installation**

Please RESPOND on the following not later than 3:00 PM April 3, 2009"

SUBMIT ONE ORIGINAL AND TWO COPIES OF BID.

Mark sealed envelope "CSP # 09-22 Digital Full Dome Planetarium System Equipment and Installation"

This proposal will open at 3:00 PM April 3, 2009 and deliver to the Purchasing Office address at the top of this form or mail to:

MAIL TO:
Rick Powell, Director of Purchasing
Irving ISD
P.O. Box 152637
Irving, TX 75015-2637

OR DELIVER TO:

2621 West Airport Freeway
Irving, TX 75062

Any submissions of information or documents to Irving ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise noticed in writing and responds to vendor in writing receiving said notice. In determining the award of contracts, the District shall consider factors in accordance with Section 44 Texas Education Code. The right is reserved to accept or reject each item separately or as a whole.

IRVING INDEPENDENT SCHOOL DISTRICT

By: *Richard Powell*

Richard Powell, Director of Purchasing
rpowell@irvingisd.net

You are representing to Irving ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle one) YES OR NO BID

Company Name: _____

Signature of authorized representative _____ Date _____

Printed name _____ Email _____

Phone () _____ Fax () _____

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

Proposal – Installation of Digital Full Dome Planetarium System

Scope of the Work

Remove and properly dispose of existing Spitz A4 System. Provide a complete new digital full dome planetarium projector system. System is to be delivered and installed at the Chester W. Nimitz High School Planetarium, 100 W. Oakdale, Irving, Texas 75060.

The contractor or sub-contract technicians shall comply with all IISD policies. A copy of the policy manual will be provided upon request. Contractors must satisfy all requirements of the District's "Contractor Certification" policy relative to the Texas Education Code Chapter 22, pertaining to criminal history records information. Contractors and any sub-contract technicians shall wear approved badges or name tags at all times.

Contractor and any sub-contract technicians shall coordinate work schedule with the district contact, clean all work areas, remove trash, boxes and debris on a daily basis. Ceiling tiles removed during installation shall be replaced before leaving an area or hallway. Ladders shall not be leaned against walls or block hallways. Contractor shall provide protective covers for desks, computers and equipment during time of work.

Warranty: System/equipment shall be covered by warranty for twelve (12) months following acceptance of installation.

The Irving ISD contact person for this proposal is Scott Pohl at W (972) 273-8766 or C (214) 693-7015.

The IISD reserves the right to add/delete bid components based on budget limitations.

Vendors may survey the planetarium site from March 23, 2009 to March 27, 2009.

Bids are due in the IISD Purchasing Office at 3:00 PM on April 3, 2009

Vendors are requested to demonstrate their product on one of the following dates: April 6 – 9 or April 13 – 15. Please contact Scott Pohl at W (972) 273-8766 or C (214) 693-7015 to schedule your demonstration.

During the demonstrations, vendors will be expected to show their equipment / operating software's quality, flexibility, and ease of operation. In addition, vendors should be prepared to demonstrate the quality and variety of available full dome programs, operating systems software, and media library. System software, full dome programs and media library will be evaluated on how effectively they address the Texas Essential Knowledge and Skills, especially those for science in grades three (3), five (5), seven (7) and eight (8).

Vendors may propose multiple systems at different price levels and capabilities for consideration if they choose.

Item	Description	Price Amount
1.	Turn key digital full dome planetarium projector system for a 30 foot dome. Includes projector with custom lens, projector stand and enclosure, control desk, software and license(s), hard drive storage/playback for full dome shows, full dome space and video clip library, spare lamp/housing and basic training for up to four (4) people. Includes: <ul style="list-style-type: none"> • Extraction of existing Spitz A4 system and console • Electrical modifications as needed for new system • Projector/cover integration with existing elevator • Integration of existing East Coast control system RGB cove lights • A variety of full dome programs and school programs correlated to the Texas Essential Knowledge and Skills 	
2.	Full dome AVI laser system that includes: <ul style="list-style-type: none"> • Projector, stand, enclosure and lift • Integration with control system • Software and licenses • Basic training for up to four (4) people • Full dome laser programs and school programs correlated to the Texas Essential Knowledge and Skills. 	
3.	Off-line computers/work station providing system capabilities from a remote location and that also acts as a fully functional backup for the house system. The off-line workstation consists of an operators control computer and frame rendering computer-both identical to the theater computers in performance and capability. All software, drivers, video codecs and graphics installed on the theater system will be included with the off-line system. Includes two (2) 19 inch LCD monitors, one keyboard/mouse and all cables.	
4.	Paint planetarium dome with 45 % gray reflectivity paint?	

	VALUE ADDED ITEMS (provide additional sheets if necessary) <ul style="list-style-type: none"> • Additional full dome programs correlated to the Texas Essential Knowledge and Skills • discounts • training • extended warranty • etc 	
5.		
6.		
7.		
	TOTAL	

The district will consider the following criteria in determining to whom to award a contract:

Criteria	Weight
1. Purchase Price	20 points
2. Reputation of the vendor and vendor services*	10 points
3. Quality of goods and services based on demonstrations	10 points
4. Extent to which goods and services meet the district's need	20 points
5. Vendor's past relationship with the district	5 points
6. Impact on the ability of the district to comply with laws and rules related to historically underutilized businesses	0 points
7. Total long-term cost to the district to acquire the vendor's goods and services (cost of service, additional programs, life and cost of replacement parts)	20 points
8. Other relevant factor to be considered on proposals: <ul style="list-style-type: none"> • quality, variety, and size of media clip library which meets the TEKS • number of compatible full dome shows playable from various other manufacturers and video companies • ability to incorporate and upload images, video and data from other sources • ease of exchanging secondary off line system in case of primary computer system failure • ease, availability, cost and timeliness of system/software upgrades • availability of training and support for hardware, software and technical issues 	15 points
Total Available Points	100 points

*** Vendors are requested to supply three (3) references with their proposal.**

The expiration date of the contract may also be extended for a period agreed to by both parties, not to exceed six months.
All contracts, agreements or any other business affairs with the Irving Independent School District, Irving Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Dallas County, Texas.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
 - b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
 - c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.
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Texas Education Code Section 44.034.
Notification of Criminal History of Contractor

a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (MUST initial): negative _____ or see attached information _____

b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

c) **This section does not apply to a publicly held corporation.** Initial if (c) applies _____

If awarded under this document, vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services or supply of goods to Irving ISD. yes _____ no _____

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature _____ Printed Name _____

Company Name _____

Telephone Number () _____ Date _____

PAYMENT TERMS

Irving ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

EPCNT

Irving ISD encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Irving ISD pricing, terms or conditions in your response.

Approximately 53 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Irving ISD.

_____ NO, _____ YES

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Irving ISD. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than the Irving ISD will be billed directly to that entity and paid by that entity. Irving ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as needed.

Signature below certifies authorization for EPCNT participation for this offer by the responding vendor.

Signature _____

Printed Name _____

Company Name _____ Date _____

TO BE SIGNED AND RETURNED

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Irving ISD to determine the residency of its offerors. In part, this law reads as follows:

Section: 2252.001

(3) 'Non-resident bidder' refers to a person who is not a resident.

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that _____
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder _____ Non-resident Bidder

My principal place of business under Section: 2252.001 (3) and (4), is in the city
of _____ in the state of _____

Signature of Authorized Company Representative

Print Name

_____ Title _____ Date

**Model SB 9 Contractor Certification
Contractor Employees**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that

[check one]:

None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

November 21, 2008

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company name _____

Printed name of Company Representative: _____

Signature _____ Date _____

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