

Mountain Home School District 193

Request for Proposals For Procurement of:

Chromebooks

September 24, 2020

TABLE OF CONTENTS

1. INTRODUCTION AND GENERAL CONDITIONS	3
1.1 DEFINITIONS.....	3
1.2 PROPOSALS	3
1.3 INDEMNIFICATION AND HOLD HARMLESS.....	4
1.4 CONFLICT OF INTEREST.....	4
1.5 GOVERNING LAW	4
1.6 COMPLIANCE WITH DISTRICT REGULATIONS	4
1.7 COSTS AND ATTORNEYS' FEES	4
1.8 SANCTIONS FOR BREACH OF PERFORMANCE.....	4
1.9 DIRECTION OF PERFORMANCE.....	5
1.10 SEVERABILITY.....	5
2. GENERAL INFORMATION	5
2.1 INTENTION	5
2.2 SCOPE OF WORK	5
2.3 PROPOSAL QUOTATION.....	5
2.4 PROPOSAL RESPONSE FORMAT	6
2.5 EXCEPTIONS/VARIANCES.....	6
2.6 PROPOSAL CHANGES OR WITHDRAWAL	6
2.7 PROPOSAL DELIVERY.....	6
2.8 ANTICIPATED TIMELINE	6
2.9 LATE DELIVERY COMPLETION	7
2.10 QUESTIONS.....	7
2.11 MATERIAL SAFETY DATA SHEETS	7
3. SPECIFICATIONS	7
3.1 CHROMEBOOK EQUIPMENT REQUIREMENTS	7
4. EVALUATION CRITERIA AND PROPOSAL AWARD	8
5. DELIVERY	8
6. ADDITIONAL INFORMATION	8
7. RESERVATION OF RIGHT TO REJECT PROPOSALS.....	8
8. PROPOSAL AND CONTRACT FORM.....	9
9. PROPOSAL RESPONSE EXCEPTION FORM.....	11

REQUEST FOR PROPOSALS

Procurement and Installation of Chromebooks
for Mountain Home School District No. 193

Proposal Deadline: October 14, 2020, 5:00 p.m.

1. INTRODUCTION AND GENERAL CONDITIONS

Mountain Home School District 193 will be accepting sealed proposals by Matthew Adams, Director of Technology, located at the District Administrative Office at 470 N. 3rd E., on or before the 14th day of October 2020, until the hour of 5:00 p.m., M.D.T., of said day for the PROCUREMENT OF CHROMEBOOKS.

Proposals will be opened at the District Administration Conference Room at 10:00 a.m., M.D.T, on the 15th day of October 2020. All interested individuals are invited to attend.

ALL REQUESTS FOR PROPOSALS ISSUED BY MOUNTAIN HOME SCHOOL DISTRICT 193 SET FORTH BELOW WILL BIND BIDDERS AND SUCCESSFUL BIDDERS TO THE CONDITIONS AND REQUIREMENTS SET FORTH HEREIN, AND SUCH CONDITIONS AND REQUIREMENTS SHALL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT.

1.1 DEFINITIONS

"Proposal"	An offer to furnish materials in accordance with this Request for Proposals (RFP).
"Bidder"	Any individual, company or corporation submitting a proposal.
"Proposal and Contract Form"	The form contained herein which must be utilized to submit the Bidder's proposal.
"Contractor"	Any Bidder to whom an award is made by the District; also called "Successful Bidder."
"Contract"	The Contract shall consist of the District's Notice of Award, together with a District purchase order, the Contractor's Contract (if applicable) and this Request for Proposals, cumulatively referred to herein as the "Contract."

1.2 PROPOSALS

- A. All proposals must be submitted in writing and in accordance with instructions provided by the District.
- B. Proposals received after the time stated in the notice to Bidders will not be considered. Such proposals will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having their proposal deposited on time at the place specified.

- C. General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- D. The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, equipment, and services in complete compliance with the specifications.
- E. No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.

F. In all specifications, the words “or equal” are **INCORPORATED BY REFERENCE WITH** each item description. The decision of the District as to whether an alternate or substitution is in fact “equal” shall be final.

G. Prices shall be net.

1.3 INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the District and its Boards of Trustees, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Contractor, its agents, servants, employees, persons or entities engaged as independent contractors by the Contractor and suppliers, provided, however, that the Contractor shall not be required to indemnify for the following:

- A. Acts or conduct by third parties, other than the District and its Boards of Trustees, officers, employees, agents, representatives and volunteers, not under the control of the Contractor, except for persons or entities engaged as independent Contractors by the Contractor; or
- B. Acts of intentional misconduct or negligence by the party to be indemnified.

1.4 CONFLICT OF INTEREST

The Contractor hereby represents covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

1.5 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Idaho. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Idaho with venue in Elmore County.

1.6 COMPLIANCE WITH DISTRICT REGULATIONS

The Contractor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District.

The Contractor shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Contractor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Contractor shall cause all persons performing work to comply with such modifications.

1.7 COSTS AND ATTORNEYS' FEES

Should legal action be necessary to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

1.8 SANCTIONS FOR BREACH OF PERFORMANCE

In the event of the Contractor's failure to perform any provisions in the Contract, the District may impose sanctions and seek redress for losses incurred, as appropriate, including, but not limited to, serving notice of default and causing cancellation, suspension, termination, or forfeiture of the Contract, in whole or in part, as the interests of the District dictate.

If the Contractor violates any terms of their proposal, the Contract, school board policy, or any law, the District may procure the goods or service from other sources without such procurement constituting an event of default under the Contract and the District reserves all of its rights and remedies thereunder for such breach. Contractor shall not be entitled to any un-earned amounts. In addition, the District has the right to disqualify said Contractor from bidding for a period to be determined at the sole discretion of the District. Proposals from disqualified Bidders will not be accepted during the period of disqualification.

1.9 DIRECTION OF PERFORMANCE

The Contractor agrees to use its best efforts and diligence in mutual good faith to promote the best interest of the District. The District will provide general guidance concerning performance of the duties called for herein; the Contractor shall be exclusively responsible for management of its employees and equipment in performance of the terms of the Contract.

1.10 SEVERABILITY

In the event that any provision of the Contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

2. GENERAL INFORMATION

2.1 INTENTION

It is the intent of the District to procure Chromebooks, that meets or exceeds the requirements set forth in Section 3 – Specifications of this RFP. To be responsive, the Bidder must comply with all District bidding procedures and the proposal specifications and requirements as set forth herein. If two responsive Bidders provide the same lowest overall proposal amount, the District may select the Successful Bidder in its sole and absolute discretion.

At the District's discretion, additional Chromebooks may be purchased or leased during the time period identified in this RFP, depending on the prices and terms received in the successful proposal. If the District exercises its option to purchase or lease additional quantities of the equipment specified in this Request for Proposal, the Contractor will honor the pricing on the line item for the amount of time designated in each line item's specifications. Should the price of the line item decrease, the Contractor will notify the District of the price reduction and offer the items at the reduced price.

2.2 SCOPE OF WORK

The Bidder shall provide:

- Up to \$115,503 of Chromebooks
- A price per unit to purchase additional Chromebooks

2.3 PROPOSAL QUOTATION

Proposals must be submitted on the Proposal and Contract Form contained herein. Proposal price quotations shall include new—not used—materials, labor, permits (if applicable), and all handling, preparation, delivery, and installation costs (FOB: destination) and any other associated costs required to complete the delivery according to proposal specifications.

Prices quoted shall reflect the District's tax-exempt status.

All submitted proposals must provide at a minimum, all requested information in this RFP. **Any portion not included will be cause for elimination from the selection process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements. The District reserves the right to eliminate from further consideration any proposal which is deemed to be substantially or materially unresponsive to the request for information contained in this section.

When applicable, in the case of errors in the extension of a unit price, the unit price will prevail.

2.4 PROPOSAL RESPONSE FORMAT

In addition to the foregoing requirements, the District will accept and evaluate proposals that meet the minimum requirements set forth in Section 3–Specifications. Proposals shall be completed insofar as possible on the enclosed Proposal and Contract Form and signed by the Bidder's authorized representative. In addition to the required specifications contained in Section 3, all proposals shall also include the following information in as detailed a format as is possible:

- A. All costs must be included in the Bidder's proposal. Bidders shall provide summary information on the provided Proposal and Contract Form, as well as detailed, itemized costs, if applicable.
- B. Provide a description of all equipment specifications, including model names and quantities, relevant components, warranty information and diagrams. Refer to Section 3–Specifications for full requirements related to equipment.
- C. When a particular brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a proposal to furnish an item other than that named, but the item offered by the Bidder must state in the Proposal Response Exception Form the brand with its number, if any, which Bidder will furnish. The District shall be the sole judge of whether an offered item is an equal substitute for the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood that the Bidder will furnish the item named by the District as the standard of quality and utility.
- D. ALL limitations, expectations, guarantees, warranties, securities, waivers, and/or agreements that the Bidder expects the District to agree to or comply with must be specified within the proposal.
- E. Provide a description of the delivery timeline.

2.5 EXCEPTIONS/VARIANCES

All exceptions or variances to the proposal specifications must be clearly noted in writing on the Proposal Response Exception Form. Failure to do so is cause for rejection of a proposal. Specific brand names are given as an example of quality and include by reference other such brands as are equal to the description provided.

2.6 PROPOSAL CHANGES OR WITHDRAWAL

All changes and/or erasures shall be made before the designated date and time of proposal opening and initialed by Bidder's authorized representative. Proposals may not be withdrawn after the time set in the notice for the opening of proposals.

2.7 PROPOSAL DELIVERY

All proposals are deemed final upon receipt by the District and shall be delivered in a sealed envelope to:

Matt Adams, Director of Technology
Mountain Home School District No. 193
470 North 3rd East
Mountain Home, Idaho 83647

Envelopes containing proposals shall be clearly marked **“SEALED PROPOSAL – PROCUREMENT OF CHROMEBOOKS.”** Proposals will not be accepted via fax or e-mail.

2.8 ANTICIPATED TIMELINE

RFP Issued	September 30, 2020
Deadline to Submit Proposal.....	October 14, 2020, 5:00 p.m., MDT
Board Approval of Proposal	October 20, 2020, Board of Trustees Meeting
Notice of Award of Proposal	October 21, 2020
Delivery Completion Date	November 30, 2020

2.9 LATE DELIVERY COMPLETION

The timely completion of this work/delivery is essential to the District. The District will incur serious and substantial damages if the work/delivery is not completed by the Required Project Completion Date. The parties recognize and agree that damages would be difficult if not impossible to determine in advance and could include factors such as personnel and overtime costs, transportation costs, additional design fees, temporary replacement service costs, governmental fees, and lost opportunities. The parties recognize and agree that the District *may*, as a form of liquidated damages, assess the Contractor one-eighth of one percent (.125%) of the total proposal award amount per day for each day beyond the Required Project/Delivery Completion Date until completion, which amount shall be a credit upon the amount owing by the District or if all sums owing by the District have been paid in full said amount shall be refunded to the District by the Contractor; provided that, however, the election of this liquidated damages provision shall not limit any other rights or remedies available to the District, by judicial proceedings or otherwise, including to enforce the performance or observation of the covenants and agreements contained in any other section of this Agreement.

2.10 QUESTIONS

Questions concerning this RFP shall be directed to:

Matt Adams, Director of Technology
Mountain Home School District 193
Office: (208) 580-9680
Cell: (208) 598-2737

2.11 MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets are required for all hazardous and toxic substances.

3. SPECIFICATIONS

3.1 CHROMEBOOK EQUIPMENT REQUIREMENTS

The District would like to purchase additional HP Chromebook 11A G8 Education Edition, or equal, with the following minimum requirements:

- New Device (no refurbished devices)
- Current Model (no end of life, or end of support)
- x86 processor or AMD processor
- Minimum 11.6" screen (measured on diagonal)
- Standard Google keyboard
- USB-C Power adapter
- Latest Google Chromebook OS
- Enterprise management capable
- 3-year hardware warranty
- Minimum 1.6 Ghz Processor
- Minimum 32Gb Storage
- Minimum 4 GB RAM
- Minimum 1366 x 768 Resolution

4. EVALUATION CRITERIA AND PROPOSAL AWARD

The District will award the proposal in accordance with Idaho Code to the qualified Bidder who is the most responsive to the District’s bidding procedures and specifications and who has submitted the lowest Total Proposal Amount. To be considered responsive, Bidder must comply with District’s bidding procedures and the bidding requirements as set forth herein. The District reserves the right to reject all proposals submitted in its sole and absolute discretion.

Proposals shall be evaluated on the following criteria. Multiple configuration and pricing options offered by any Bidder may be evaluated separately, on a case-by-case basis.

Total Cost	35%
Services Match Current and Future Needs	30%
Bidder Reference and Professional Reputation	20%
Incident/Inquiry Response Time	15%

- **Total Cost:** How much does the product or service cost in comparison to that of other vendors? Lower cost = higher score.
- **Services Match Current and Future Needs:** Best match now and for the foreseeable future.
- **Reliability of Vendor:** What are the statistics for reliability? Is the vendor a startup company?
- **Incident/Inquiry Response Time:** How soon does the vendor respond to questions and/or trouble tickets? Does the vendor remain engaged in the issue until it is resolved?

Prior to awarding the proposal selected by the evaluation team to the Successful Bidder, the proposal must be reviewed and approved by the District’s Board of Trustees. After Board approval, all Bidders that submitted a proposal will be notified of the proposal award results. Any non-bidders requesting bid results must file a public records request with the Clerk of the Board.

The Contract shall consist of the District’s Notice of Award, together with a District purchase order, the Contractor’s Contract (if applicable) and this RFP (cumulatively referred to herein as the “Contract”).

5. DELIVERY

Adjusted deadlines may be requested by the Contractor after the Proposal is awarded to accommodate unforeseeable setbacks related to coordination with other ongoing projects. Approval of such requests is left to the sole and absolute discretion of the District. In the event the two deadline cannot be met, an alternate delivery date must be specified on the Proposal and Contract Form and may be a basis for the District to reject the proposal. All goods and services received are subject to inspection and acceptance by the authorized representative of the Technology Department.

6. ADDITIONAL INFORMATION

Should a Bidder require additional information, Bidder should contact **Matt Adams at (208) 580-9680**. Any and all changes to these specifications are valid only if they are inserted into the proposal by a written addendum to all Bidders.

7. RESERVATION OF RIGHT TO REJECT PROPOSALS

The District reserves the right to reject all proposals, to waive informalities, to accept the proposal(s) deemed best overall for the District, to reissue the Request for Proposals, or to take no further action.

8. PROPOSAL AND CONTRACT FORM

**Procurement of Chromebooks
for Mountain Home School District No. 193
Proposed Deadline: October 14, 2020, 5:00 p.m., MDT**

WHEREAS, the District has duly asked for proposals for the supply of goods and/or services in accordance with the aforementioned specifications;

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the terms and specifications, which are hereby incorporated by reference in exchange for the proposal price below;

This offer shall remain open and irrevocable until the District shall transform the proposal into a contract.

Proposal prices shall include new – not used materials, labor, permits (if applicable), and all handling, preparation, delivery, and installation costs (FOB: destination) and any other associated costs required to complete the project according to proposal specifications. Proposal prices shall reflect the District’s tax-exempt status. When applicable, in the case of errors in the extension of a unit price, the unit price will prevail.

BIDDER INFORMATION (Please print)

Bidder Company Name	Address
Bidder’s Authorized Agent Name (Please print)	
Signature Authorized Agent	
Date	Phone
Email (Required)	Fax

- _____ (Bidder Initials) **Yes; Bidder hereby certifies that projects will be complete by date specified in proposal documents.**
- _____ (Bidder Initials) **No; Bidder cannot complete projects by date specified in proposal documents. Alternate completion date submitted is: _____**

PROPOSAL PRICE (TO BE HONORED UNTIL JUNE 30, 2021, FOR OPTIONAL, ADDITIONAL UNITS)

WIRELESS ACCESS POINTS			
Line Item	Unit Price	Quantity	Extended Price
1. Chromebooks	\$		\$
TOTAL PROPOSAL AMOUNT			\$

9. PROPOSAL RESPONSE EXCEPTION FORM

**Procurement of Chromebooks 2018
for Mountain Home School District No. 193
Proposal Deadline: October 14, 2020, 5:00 p.m., M.D.T.**

ITEM _____

ITEM _____

ITEM _____

ITEM _____

(Please make extra copies of form if necessary.)