



INVITATION TO BID

(This is not an order)

Invitation Number 1617-Tech-2-0224

Bid Response Deadline

Time: 2:30 PM

Date: March 1, 2017

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

Laptops

We look forward to receiving your bid.

Any bid received later than the specified time, whether delivered in person, mail, or emailed, shall be disqualified. The Auburn-Washburn USD 437 school district reserves the right to reject any/or all proposals and to accept the proposal deemed most advantageous to Auburn-Washburn USD 437 and to waive any formalities of bidding. For clarification Auburn-Washburn USD 437 may be referred to as The District, District, School District or USD 437 in this Invitation to Bid.

Patrick Clear, Coordinator of Technology
Auburn-Washburn USD 437

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. Inquires

Inquiries concerning this bid must be directed to Patrick Clear at 785-339-4088 or 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.

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 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.

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

- a. Pursuant to the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the following provisions are made a part of the terms and conditions of USD 437's contract-purchase orders, except where the contractor, vendor or supplier employs fewer than four (4) employees during the term of the contract-purchase order or whose contracts with this school district cumulatively totals five thousand dollars (\$5,000) or less during the fiscal year of the school district. Acceptance of such contract-purchase orders by the contractor shall constitute agreement to these terms and conditions. Contractor agrees that: (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract-purchase order because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry; (2) In all solicitations or advertisements for employees the contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights; (3) If the contractor fails to comply with the manner in which the contractor reports to said commission in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached the terms of this contract-purchase order, and it may be canceled, terminated or suspended, in whole or in part, by this purchaser; (4) If the

contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, the contractor shall be deemed to have breached the terms of this contract-purchase order, and it may be canceled, terminated or suspended, in whole or in part, by this purchaser; (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

- b. 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 –
 - i. 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.

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.

3. Optional items

Bidders are allowed to provide pricing for optional services that they fell many benefit the district. These items must be clearly marked as optional or they will be considered part of the base bid price and will be used when computing the total cost of purchase.

4. Upcoming purchases

These bids will serve as setting the district preferred model of device for the current purchasing season. Future purchases during this purchasing season will default to this model to ensure continuity within the district.

SUBMITTAL TERMS

1. Document Identification

The School District will allow a proposal to be submitted by mail, e-mail, and in person: When a proposer chooses to e-mail the bid the proposer waives the right to a sealed proposal.

For mailed or in person delivered proposals: Proposers must submit a complete response to this RFP. Each proposal shall be submitted to the District as indicated on the cover sheet. Proposals can be mailed or delivered to Auburn-Washburn USD 437, Coordinator of Technology, 5928 SW 53rd ST, Topeka, KS 66610.

For email submittals: The email should be sent with a subject line indicating the bid number and that it is a response. The email should be sent to clearpat@usd437.net. Proposals sent to other district e-mail addresses will be considered invalid and disregarded.

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.

6. Purchase Order Requirements

Please list all required information to be stated on the purchase order; state contract numbers, quote numbers, integrated identifications, etc.

SPECIFICATIONS

A quantity of 265 laptops that meet the following specifications.

- Intel i5 7th Generation Kaby Lake processor
- 8GB RAM
- 256GB SSD Storage
- 15-inch screen with touch
- 802.3 Network (RJ45) 10/100/1000
- Intel 802.11ac Networking – Dual Band a/b/g/n/ac (Intel wireless is required)
- HD Webcam (720p or better)
- Battery rated at 8+ hours of use
- Windows 10 Pro 64-bit
- 3 year warranty
- All equipment shall be new

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 _____