



# Union Public Schools

Independent School District No. 9

Union Public Schools

Purchasing Department

8506 E. 61st Street

Tulsa, Oklahoma 74133-1926

## INVITATION FOR BID

Reference #: 2018-IFB-06

Friday, April 6, 2018

MAIL OR  
DELIVER  
BIDS TO:

Bid Due Date: **Friday, April 20, 2018**

Pages: 21

Buyer Contact: David Young, CPPB, CP Time Due 2:00 PM

### BID DESCRIPTION:

Buyer Email: union.purchasing@unionps.org Phone: 918-357-6177

**1200 WINDOWS-BASED STUDENT LAPTOP COMPUTERS FOR THE DISTRICT'S 1:1 INITIATIVE. UNITS MUST INCLUDE A FOUR (4) YEAR NEXT BUSINESS DAY WARRANTY, ACCIDENTAL AND LOST/STOLEN COVERAGE.**

### Bidder's Acknowledgement (All spaces must be completed and signed)

<p>_____</p> <p><b>BIDDER NAME (PRINT ON LINE ABOVE)</b></p> <p>_____</p> <p><b>MAILING ADDRESS</b></p> <p>_____</p> <p><b>CITY/STATE/ZIP</b></p> <p>_____</p> <p><b>TELEPHONE</b>                      <b>FAX</b></p> <p><b>E-MAIL ADDRESS:</b> _____</p>	<p><b>DELIVERY:</b> _____ <b>DAYS</b> (NUMBER OF CALENDAR DAYS AFTER RECEIPT OF ORDER)</p> <p><b>BID PRICE FIRM FOR:</b> _____ <b>DAYS</b> (NUMBER OF CALENDAR DAYS)</p> <p>X _____ <b>AUTHORIZED BIDDER'S REPRESENTATIVE</b> (PRINT)</p> <p>X _____ <b>SIGNATURE (REQUIRED)</b></p>
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**ALL BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS, SPECIAL PROVISIONS AND SPECIFICATIONS HERETO ATTACHED. SEE BID FORM FOR SPECIFIC BID INFORMATION.**

### AFFIDAVIT OF NON-COLLUSION -THIS BID INVALID IF NOT SIGNED AND NOTARIZED BELOW

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

A. For the purposes of this bid, I certify: 1.I am the duly authorized agent of \_\_\_\_\_(Company Name), the bidder and/or contractor submitting this bid or proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any state official or employee as to the quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, or d. to any efforts or offers with state agency or political subdivision officials or other to create a sole brand acquisition or a sole source acquisition in accordance with 74 O.S. Section 85.22. B. I certify, if awarded the contract, whether competitively bid or not, neither contractor nor anyone subject to the contractor's direction of control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or political subdivision any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

Print Name

Signature

Before me, the undersigned, a notary public in and for said county and state, on this \_\_\_\_\_ day, 201\_\_\_\_. WITNESS my hand and seal on the day and year last above written . My Commission Expires:

NOTARY PUBLIC

[SEAL]

Solicitation No. 2018-IFB-06  
Closing Time: 2:00 p.m., Friday, April 20, 2018

**April 6, 2018**

**INVITATION FOR BID**  
**STUDENT LAPTOP COMPUTERS**  
**Solicitation No. 2018-IFB-06**

Union Public Schools is soliciting sealed bids for the award and purchase of new student laptop computers for the school district's 1:1 initiative. All proposals must be submitted in accordance with the terms, conditions, and provisions of the Invitation for Bid solicitation.

Bids must be received in the Office of the Director of Purchasing and Supply Management by 2:00 p.m. Central Daylight Savings Time on Friday, April 20, 2018. Proposals received late or after the closing date and time will not be considered.

Proposals must be received in the Office of the Director of Purchasing and Supply Management located at  
Union Public Schools  
Education Service Center  
8506 E. 61<sup>st</sup> Street  
Tulsa, Oklahoma 74133

Award will be recommended to the lowest responsive and responsible bidder.

Union Public Schools reserves the right to reject any or all bids and proposals or waive any irregularity, informality or technicality in any bid proposal.

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David L. Young, CPPB, CPO  
Director of Purchasing & Supply Management  
Union Public Schools

Solicitation No. 2018-IFB-06  
Closing Time: 2:00 p.m., Friday, April 20, 2018

1. GENERAL PROVISIONS

1.1. DEFINITIONS

- 1.1.1. "Bid or "Proposal" shall mean the same and be used interchangeably herein. Both reflect the response a bidder submits in response to this Invitation for Bid.
- 1.1.2. Bidder – the person, company or entity submitting a proposal in response to the Invitation for Bid.
- 1.1.3. Successful Bidder(s) – the person(s), company(s) or entity(s) awarded all or a portion of the Invitation for Bid.
- 1.1.4. "The District" – Union Public Schools or Independent School District No. Nine of Tulsa County, Oklahoma.

1.2. OFFER AND AWARD

- 1.2.1. Your response to this solicitation will be an irrevocable offer which may or may not be accepted by the school district. Your bid may be accepted, awarded, or rejected in whole or in part; however, award shall only be for those items the school district selects and confirms in the form of a notice of award and a purchase order approved by the Union Public Schools Board of Education and issued on a written purchase order or blanket purchase order.
- 1.2.2. The quantities specified herein are estimates. There is no expressed or implied guarantee that all items in the bid will awarded and purchased. The actual purchase quantity shall be determined by each school district at the time of opening.
- 1.2.3. No part of a bidder's offer including, but not limited to, pricing and terms can be changed or modified after the proposal closing has occurred. The proposals will be awarded to the responsible bidder(s) whose proposals are responsive and most advantageous to the school district with price and other factors being considered.
- 1.2.4. This project may be awarded to multiple bidders.
- 1.2.5. Evaluation and award will be based on the criteria set forth in the special provisions section of this solicitation.
- 1.2.6. Future purchases for like or similar equipment shall not be exclusive to the successful bidder(s) award this proposal.

1.3. RIGHT TO REJECT

The District reserves the right to reject any or all proposals and waive any irregularity, informality or technicality with any or all proposals received.

1.4. ADDENDA AND AMENDMENTS

- 1.4.1. The District reserves the right to amend this solicitation at any time before the closing date and time. All amendments and addenda shall become part of this solicitation and agreement. The school district will issue a written Addendum to all registered bidders by one or all of the following manners: fax or email. All responses to questions of material relevance will be made in the form of an addendum issued to all bidders.

1.5. ERRORS

- 1.5.1. When an error is made in the price extension, the unit price shall always prevail over the extended price. Changes and erasures made by the bidder must be initialed. Pricing errors discovered after the closing date and opening of the bids/proposals cannot be amended. The school district may seek clarification from the bidder as necessary to properly evaluate the bids and determine a responsive bid.

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1.5.2. Any changes or modifications to a bid or pricing must be submitted in a sealed envelope prior to the closing of the bid. Faxed, electronically submitted or telephone changes and modifications to any portion of the bid will not be accepted.

1.6. BID QUESTIONS

1.6.1. Any questions or clarifications regarding the specifications or submission of a bid/proposal must be directed to the buyer as shown on the face of the cover sheet. Questions of material relevance must be submitted in writing to the buyer and faxed or emailed.

1.6.2. No oral statements by employees or representatives of the school district shall be deemed to modify or otherwise affect the provisions of the solicitation unless said statements are confirmed in writing. All addenda will be issued by a representative from the school district's purchasing department.

1.7. NON-COLLUSION AFFIDAVIT

1.7.1. All competitive sealed proposals must include a **signed and notarized non-collusion statement**. If the non-collusion statement is not included on the cover sheet of the solicitation, it will be furnished as an attachment.

1.8. LATE BIDS/PROPOSALS

1.8.1. It is the responsibility of the bidder to deliver his/her bid to the specified buyer on or before the closing date and time. Proposals delivered after the date and time specified herein will be considered LATE and subject to disqualification.

1.8.2. The school district is not responsible for delays in the delivery due to U.S. Postal Service, private couriers, intra-school mail system or delivery by other means.

1.9. BIDDER'S QUALIFICATIONS

1.9.1. The school district may make such reasonable investigations as necessary to determine the capacity and ability of the Bidder/Offeror to perform the work and/or furnish the item(s) and the Bidder agrees to furnish all such information and data for this purpose as may be requested.

1.9.2. The school district reserves the right, and the bidder agrees to, allow the school district to inspect the bidder's physical facilities prior to award, in order that the school district may satisfy questions regarding the Bidder's capabilities. The school reserves the right to reject any or all bids based on its findings associated with a physical facility visit.

1.9.3. The District reserves the right to use any or all of the following factors in determining whether a bidder is considered to be qualified and responsible.

1.9.3.1. The ability, capacity and skill of the bidder to perform the contract or provide the service requested.

1.9.3.2. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;

1.9.3.3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

1.9.3.4. The quality of performance of previously furnished equipment, contracts or services;

1.9.3.5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

1.9.3.6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

1.9.3.7. The quality, availability and adaptability of the equipment and parts.

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1.10. SPECIFICATIONS AND DESCRIPTIVE TERMS

1.10.1. Except where the specifications state "NO SUBSTITUTE", references to brand name, manufacturer, make, model, or catalog description are provided to establish the characteristics, quality, unit of measure and product performance requirements. Said references shall not restrict bidders from submitting substitutions for consideration as an approved equal item. Alternate bids must meet or exceed the specifications of the brand and model or stock number provided in the specifications as contained herein.

1.10.2. IT IS THE BIDDER'S RESPONSIBILITY TO SUBMIT COMPREHENSIVE PRODUCT DESCRIPTIONS, SPECIFICATIONS, CERTIFICATIONS, AND OTHER INFORMATION WITH THE BID FOR ALL PRODUCTS, ESPECIALLY FOR PRODUCTS SUBMITTED FOR CONSIDERATION AS SUBSTITUTES OR ALTERNATES. THE SCHOOL DISTRICT'S EVALUATION TEAM WILL CONSIDER SUBSTITUTIONS AND ALTERNATES BASED ON THE INFORMATION PROVIDED IN THE RESPONSE TO THE SOLICITATION. FAILURE ON THE BIDDER'S PART TO INCLUDE INFORMATION, THAT WILL SUBSTANTIATE A PRODUCTS CLAIM TO BE EQUAL, MAY RESULT IN ITEM DISQUALIFICATION.

1.10.3. The school district will make the determination regarding the acceptance as a substitution as an approved equal.

1.11. INSPECTION AND TESTING

The school district reserves the right to conduct testing or inspection, as it deems necessary, to ascertain the quality and conformity of specifications or the preference of material desired by its internal customers. Where samples are requested, the bidder shall furnish said samples to the district in a timely manner. The cost for providing demonstration equipment and associated shipping and freight shall be at the Bidder's expense.

1.12. SUBMISSION OF ADDITIONAL TERMS

1.12.1. Except as expressly stated herein by the school district, any document, statement, language, or crossed out sentences intended to supplement, deviate or modify any provision of this bid shall be grounds for having the bid disqualified.

1.12.2. Bidder must consider all terms of solicitation carefully before submitting a bid. Failure to comply with the terms of the solicitation may be grounds for bid disqualification.

1.12.3. Except as otherwise stated herein by the school district, all prices must be stated in the unit price and carried to the extension.

1.13. BIDDER'S PROPOSAL EXPENSE

The school district shall not be responsible reimbursing or otherwise paying for any expense necessary for the bidder to prepare and respond to this solicitation or provide samples.

1.14. BIDDER'S WITHDRAW OF PROPOSAL

1.14.1. Bidders may amend or withdraw a bid at any time prior to the closing date of the solicitation. The bidder must submit a request in writing to the buyer specified on the face of the solicitation. The request must be signed by the person who is authorized by the Bidder to act as an agent on behalf of the Bidder.

1.14.2. Submission of a subsequent bid/proposal shall constitute the withdrawal of any prior bid/proposal submitted by the same bidder in response to this solicitation.

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- 1.15. SUPPLIER APPLICATION  
Prior to award, the recommended bidder(s) will be required to complete and submit a signed Supplier Application and W-9.
- 1.16. PURCHASE ORDERS AND PAYMENT
- 1.16.1. All orders or work pursuant to award of any bid or proposal shall be subject to the terms and conditions of the school district's purchase order or contract (see attached).
- 1.16.2. Payments should be issued within 45 days after the following criteria have been met.
- 1.16.2.1. All goods are acceptable and receipt has been verified or services have been completed as shown on the school district's purchase order and child nutrition vendor order;
- 1.16.2.2. A proper itemized invoice which includes the school district's purchase order number has been received in the school district's accounts payable department;
- 1.16.2.3. The school district's purchase order has been approved by the school district's board of education;
- 1.16.2.4. The invoice does not include sales tax.
- 1.16.3. Payments will only be issued to the bidder specified on the bid, awarded the bid, and issued a purchase order or blanket purchase order.
- 1.16.4. Late fees and interest will only be permitted after 45 days of receipt of a proper invoice and in accordance with and subject to the Laws, regulations and procedures of the State of Oklahoma and the State Treasurer's Office for all State Agencies, Cities, Counties and Political Subdivisions (school districts), i.e. the District cannot directly pay late fees and interest as provided for in the State Law. (See HJR 1010 (1986), AG Op. No. 83-188.)
- 1.16.5. Direct purchase of any goods by the school district is exempt from Federal Excise Tax and Oklahoma Sales tax. In such cases, the bidder shall not include sales tax in the pricing.
- 1.16.6. Except as otherwise stated herein by the school district, all freight shall be F.O.B. destination freight pre-paid by seller with delivery to Union Public Schools Warehouse or other school site as specified on the purchase order.
- 1.17. USE OF MANDATORY FORMS
- 1.17.1. The bidder must submit its offer on the school district's bid form and in accordance with all terms, conditions and provisions stated herein.
- 1.17.2. The bidder must include all pages of the bid solicitation with his/her bid.
- 1.17.3. Modification of the special terms, terms and conditions, special provisions, may result in disqualification of the solicitation.
- 1.17.4. It is understood that response to the bid specifications, especially when bidder's specifications vary from the school district's, may require modification or additional information.
- 1.17.5. The bidder may, in addition to submitting its pricing on the District's bid form, submit additional pricing pages for non-specified products.
- 1.18. APPLICABLE LAWS AND COURTS
- 1.18.1. This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. Any action or litigation brought against the school district thereto shall be conducted in a court venue of the State of Oklahoma, County of Tulsa, Oklahoma.
- 1.18.2. Because this solicitation involves the purchase of supplies and equipment, and not construction, remodel or maintenance of public buildings and property, this solicitation, award and purchase is not subject to the Oklahoma Competitive Bidding Act of 1974.

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1.19. ANTI-DISCRIMINATION

1.19.1. By submitting a bid/proposal and furnishing a signature thereon, the Bidder/Offeror hereby affirms, certifies and warrants that it will conform to the provisions of the Federal Civil Rights Act of 1964, the Department of Labor regulations 41 CFR Part 60-1.2(a), 60-300.5(a) and 60-741.59a) et.seq.), and Executive Orders 11246 and 11375. By agreeing to the aforementioned requirements, and ZCFR 200/7CDR 3019.48, the bidder acknowledges and attests that the goods and services provided shall be done so and in a matter that it will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, political beliefs, or veteran's status, and that Bidder will not discriminate against person in its hiring and employment practices according to any of the reasons stated herein.

1.19.2. It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, service and activities.

1.20. DEBARMENT

1.20.1. By submitting and signing this proposal/bid, the bidder hereby acknowledges and certifies that his/her company is not currently a Party Excluded from Federal Procurement or Non-procurement programs, under the System for Award Management (SAM) or debarred by the State of Oklahoma from submitting bids, proposals, or contracting with school district for the type of goods and services specified herein, nor is any person or entity who acts as an agent of the bidder debarred.

1.20.2. Bidder must sign and submit a copy of the certification attached hereto.

1.21. LAWS AND SCHOOL BOARD POLICY

1.21.1. The Bidder agrees to comply with all federal, state and local laws, ordinances and policies. This requirement shall apply to school district policies including, but not limited to, policies regarding discrimination, sexual harassment, felony convictions, tobacco use, to name a few.

1.22. FELONY AND SEX OFFENDER COMPLIANCE

1.22.1. No successful bidder shall permit any of its employees or subcontractor who have been convicted of a felony, are a registered sex offender, or registered violent offender under Marry Rippy's Violent Offender Act in the State of Oklahoma or another state to perform any work or service on school premises at any time. It shall be the *Successful bidder's* responsibility to verify compliance of this requirement for all of its employees as well as its subcontractors.

1.22.2. The successful bidder shall provide annually a signed and notarized Felony Compliance Affidavit. No Contractor of the District shall permit any of its employees to provide services on school District property if said employee has been convicted of felony within the past ten years or is a registered sex offender or violent offender in the State of Oklahoma or another state.

1.23. ASSIGNMENT OF CONTRACT

1.23.1. The resulting contract shall not be assigned by the successful bidder in whole or in part without the written permission and consent of the District.

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1.24. CONTRACT PROVISIONS BY REFERENCE

The District's acceptance of the Bidder's proposal by issuance of a purchase order shall create a contract between the parties. All specifications and terms and conditions of this solicitation, as amended by the District, shall be incorporated into any resulting contract or purchase order. Any exceptions stated by the Bidder in the proposal response, and not specifically included in the resulting contract or purchase order, shall not be part of the contract. In the event of a conflict between the information submitted by the bidder in his/her offer, the terms and conditions of this solicitation, and the District's purchase order and its terms and conditions shall prevail and govern the contract.

1.25. INDEMNIFICATION AND HOLD HARMLESS

1.25.1. Pursuant to the Oklahoma Attorney General's opinion dated April 14, 2006 (Op. 06-11), whereby he affirmed that the Oklahoma Constitution prohibits contractual liability provisions and that such provisions will be void and unenforceable unless the amount of the liability is certain and budgeted at the time of contracting, the school district will not agree to indemnify, defend or hold harmless, in any manner, a bidder or successful bidder.

1.25.2. The successful bidder agrees to indemnify and hold harmless the District, its officers, agents, employees and volunteers from:

1.25.2.1. Any third party claims, damages, costs and attorney fees for injuries, damages, patent claims, death, suites liabilities arising in part or in whole, from the negligent or intentional acts or omissions of the Bidder, its officers, employees and/or agents, including its sub or independent contracts, in connection with the performance of the contract, and,

1.25.2.2. Any third party claims, damages, penalties, cost and attorney fees arising from any failure of the Bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to labor laws, minimum wage, discrimination, and sexual harassment.

1.25.3. Bidder warrants that all products and services furnished shall not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of a third party claim against the District for violation of any of the above involving any of the goods or services furnished by the Bidder, the Bidder agrees to defend, indemnify and hold the District harmless against any loss, expense, claim, or liability arising from such claim, whether or not the claim is valid or successful.

1.26. SEVERABILITY

Should any provision of this solicitation or resulting contract be declared to be invalid under the Statutes of the State of Oklahoma or by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

1.27. GUARANTEES AND WARRANTIES

All required guarantees and warranties shall be furnished by the Bidder and delivered to the school district before final payment on the purchase order or contract is made. Unless otherwise stated, the manufacturer's standard warranty shall apply. UNLESS OTHERWISE FURNISHED BY THE BIDDER IN THE BID FORM, ALL GOODS SOLD AND DELIVERED TO THE DISTRICT SHALL BE COVERED BY THE OKLAHOMA STATE UNIFORM COMMERCIAL CODE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.



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1.28. ETHICS IN PUBLIC CONTRACTING

- 1.28.1. By submitting a proposal, you certify that this proposal is made and submitted without collusion or fraud and that no employee, agent, owner, principal, or representative of the bidder has offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with the Bidder's proposal.
- 1.28.2. Furthermore, you certify that no gratuities, favors, or anything of value have been offered to any Union Public Schools employee having official responsibility or influence towards the award of this proposal.

1.29. TERMINATION

- 1.29.1. Failure to comply with the terms and conditions of this solicitation or deliver the materials, goods, or services at the prices furnished in response to this Invitation for Bid and subsequently awarded contract or purchase order will void the contract award. After oral or written notice of non-performance (failure to provide goods or services) is furnished to the awarded contractor/supplier, Union Public Schools reserves the right to purchase the goods, materials or services from other sources and hold the awarded bidder/contractor responsible for any resulting additional purchase and administrative costs.
- 1.29.2. Union Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, should the District determine that it is in the best interest of Union Public Schools to do so. At least thirty (30) day prior to the termination date, the District may issue a Notice of Termination specifying the nature and extent of the termination and effective date of such termination. After receipt of the termination, the contractor must cease and stop all work and deliveries under the purchase order/contract on the date and extent of the termination. The contractor shall not be relieved from the obligation to deliver and/or perform performing orders issued prior to the effective date of the termination. The successful bidder/contractor shall not be entitled to consequential, actual, or incidental damages or losses for anticipated profit or underperformed services.

1.30. AUDIT

- 1.30.1. The successful bidder agrees to retain all books, records, and other documents related to an awarded contract for five (5) years after the final payment, or until audited by the District, whichever is sooner.
- 1.30.2. The District, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of the Successful Bidder's records and shall not be unreasonably denied access and right to examine any of the records within a reasonable time.

1.31. OPEN RECORDS

This solicitation, the bidder's response, pricing, fact sheets, information, purchase orders, contracts, invoices and other related documents and accompanying data shall be subject to the inspection, reproduction and release in accordance with the Oklahoma Open Records Act. The school district will not release bid tabulations and bid documents until after evaluation and award/non-award has been completed and determined.

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2. SPECIAL PROVISIONS

2.1. GENERAL

2.1.1. Because some purchases may be made by Federal funds, this Invitation for Bid, awards, and purchases made as a result of this solicitation may be subject to the Federal requirements 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415.

2.2. FEDERAL REQUIREMENTS AND PROVISIONS

2.2.1. See attached Supplemental Federal Requirements

2.3. ESTIMATED QUANTITIES AND PIGGYBACK PROVISIONS

2.3.1. The quantities stated herein are estimates and not a guarantee of future purchases.

2.3.2. This solicitation contains a piggyback provision to allow Tulsa area surrounding schools district to piggyback on the pricing. At the bidders' election, the bidder may accept or reject to extend the bid pricing and terms specified herein to other "Piggyback" participating school districts.

2.3.3. Where it serves Union Public Schools and any other participating district(s), the districts may coordinate and/or combine products and shipments from a supplier in order to meet any minimum order requirements.

2.3.4. Deliveries shall be made to each of the school districts' facilities. Each district will be responsible for issuance and payment independently from the other. This IFB does not reflect any joint ownership or legal partnership between the Districts. Each district shall contract and place orders separately.

2.4. PRICING

2.4.1. **A maximum of two laptop models per bidder may be submitted for consideration.** If you submit two models, submit two BID FORMS (one for each model).

2.4.2. **Unit pricing must include freight and shipping F.O.B. Destination and pre-paid by the seller.**

2.4.3. Pricing for the brands and models must be firm-fixed through June 30, 2019. If you are unable or unwilling to furnish firm pricing on specific items for this period of time, in the bid you must specify the period of time in which you will guarantee pricing for those specific items.

2.4.4. If manufacturer rebates, discounts, and incentives are offered, the bidder must apply such as a "Net off Invoice" at the time of invoicing. The pricing and discounts offered at the time of this bid solicitation shall be the bidder's best pricing. Additional rebates, discounts and incentives may be applied as those become available and shall be passed on to the school district

2.4.5. Upon notification of a price increase by an awarded bidder, the District reserves the right to reject the price increase, evaluate the next lowest responsive bidder, re-bid the category, or negotiate a lower price.

2.4.6. Any minimum order requirements must be clearly stated on in the bidder's response (bid/proposal).

2.4.7. Pricing must be stated in the unit price and extended price (where requested) and may be furnished in a manner not to exceed four (4) decimal points.

2.4.8. In the event that a successful bidder offers any of its products, awarded to said bidder during the terms of this contract/bid to any other Oklahoma school district at a lower price than stated herein, the successful bidder must agree to provide the lower price to Union Public Schools, provided that the terms of the originating school's bid or pricing are commensurate with Union's order requirements, e.g. minimum orders.

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- 2.4.9. If products are discontinued or new products become available, the district may accept and purchase like or replacement products or models at the same bid price or lower price than the original bid price.
- 2.5. TESTING & DEMONSTRATIONS
- 2.5.1. If the school district desires to test or have a demonstration of proposed equipment, the bidder may be required to furnish demonstration equipment.
- 2.5.2. The school district reserves the right to request company presentations or demonstrations from any bidder submitting a proposal.
- 2.6. DELIVERY REQUIREMENTS (MANDATORY)
- 2.6.1. Delivery F.O.B. destination freight pre-paid by the seller to the location designated on the school district's purchase order and attachments, if provided.
- 2.6.2. The successful bidder must coordinate delivery with the designated project manager.
- 2.6.3. The successful bidder shall remove and dispose of all packing material and debris.
- 2.7. CONTRACT RENEWAL
- Upon mutual agreement between the School District and successful bidder(s), the School District may renew the award and/or contract for additional one (1) year periods. If contract or bid is renewed, said renewal may be extended to the other participating piggyback districts.
- 2.8. BREACH OF CONTRACT
- 2.8.1. In addition to any legal remedies available to the School District under the Laws of the State of Oklahoma, the School District reserves the right to cancel any bid, purchase order or contract, for non-performance or violation of the requirements of this competitive solicitation or failure on the successful bidder's part to furnish the goods and services in accordance with the terms of these documents and the District's purchase order/vendor order.
- 2.8.2. The School District may, based on its best interest, remove a supplier/bidder from its bid list for breach of contract or failure to poor performance and/or quality.
- 2.9. NON-KICKBACK AFFIDAVIT
- Each supplier of services and materials shall furnish a non-kickback affidavit with every invoice over \$25,000 pursuant to the award of a contract or purchase order.
- 2.10. BID TABULATIONS
- Notwithstanding anything to the contrary herein, bid results and pricing tabulations will not be available as an open record for public access until after all bids have been evaluated and the project has been awarded/not awarded.
3. PURPOSE, SPECIFICATIONS AND TECHNICAL REQUIREMENTS
- 3.1. GENERAL
- 3.1.1. The purpose of this solicitation is to solicit competitive bids for the award and purchase of approximately 1200 student laptop computers.
- 3.1.2. The school district will not entertain proposals which include leasing-purchase or leasing.
- 3.1.3. The District is seeking bids for Windows-based computers. This solicitation does not include specifications for Chromebooks or Apple devices.

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- 3.1.4. The successful bidder must furnish a four (4) year warranty on the laptops; an accidental damage/replacement program; and a lost/stolen replacement program; all with zero (0) deductible.

3.2. EQUIPMENT

- 3.2.1. All equipment must be newly manufactured. The school district will not accept used, previously owned, "floor" or demonstration models, or remanufactured, reconditioned equipment of any kind.
- 3.2.2. The models selected and offered must be the newest models offered for segment. End-of- life or near end-of-life models must not be offered.
- 3.2.3. All equipment must meet or exceed the general specifications stated herein and on the bid form.
- 3.2.4. **Laptop Specifications**

- 3.2.4.1. Minimum Specifications

Bidder's product must meet or exceed the product specifications stated on the BID FORM. Bidders **must submit** a manufacturers' product specification/line sheet for the models submitted for consideration. The bid must also include pricing for a case/bag (sleeve solution not acceptable). If the District is not satisfied with any case/bag options, the District reserves the right to request additional bag/case options from the lowest responsive and responsible bidder for the laptops.

- 3.2.5. **Warranty, Replacement and Support**

- 3.2.5.1. The successful bidder must furnish a four (4) year next business day parts and replacement warranty against defects and equipment failures for the laptops.
- 3.2.5.2. There shall be no restriction on the number of claims per unit. The successful bidder shall offer unlimited claims per device.
- 3.2.5.3. Replacement laptops shall at a minimum include the balance of the warranty of the replaced device or a new four (4) year warranty.
- 3.2.5.4. The successful bidder shall furnish a four (4) year accidental damage protection - repair or replacement coverage for all laptops.
- 3.2.5.5. The successful bidder shall furnish a four (4) years lost and/or stolen replacement coverage for all laptops. For stolen units a police report will be required for the replacement.
- 3.2.5.6. All warranty and replacement claims shall have a zero (\$0) dollar deductible.
- 3.2.5.7. The successful bidder shall furnish spare parts on-site.
- 3.2.5.8. Shipping to and from the school district for parts and replacement units shall be furnished at no charge.
- 3.2.5.9. As mutually agreed to by the District and the successful bidder, the successful bidder shall provide a minimum number of ready-to-use devices as an on-site depot for the District to "swap-out" and use until the defective unit is repaired and returned. Once the defective unit is returned, the depot unit shall be placed back into the seed unit pool. Units in the seed unit pool shall remain the property of the successful bidder and returned to the successful upon request.

3.3. IMAGING, TAGGING, STUDENT ID, SPREADSHEETS

- 3.3.1. All laptops shall be pre-imaged with the District's image prior to delivery.
- 3.3.2. The successful bidder shall affix a District-supplied asset tag to each unit prior to delivery. The location of the tag shall be determined by the District's Technology Project lead.

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- 3.3.3. The successful bidder shall affix a District-supplied label with the student's ID to each unit prior to delivery. The location of the label shall be determined by the District's Technology Project Lead.
- 3.3.4. The successful bidder shall furnish an electronic spreadsheet (Excel preferred) which contains a listing of all laptops, model number, serial number, District's asset tag number, and the student ID number, date of service and warranty expiration date.
- 3.3.5. As mutually agreed to by the District and the successful bidder, the District may self-diagnose and repair defective laptops. If approved, the successful bidder must furnish a lockable parts supply locker for on-site repairs.

#### 4. EVALUATION AND AWARD

##### 4.1. GENERAL

- 4.1.1. Provided that a Bidder's proposal is responsive, evaluation and award will be based on the lowest responsible bid and acceptance of the equipment offered for consideration.

#### 5. INSTRUCTIONS TO BIDDERS

##### 5.1. SUBMISSION OF PROPOSALS

- 5.1.1. Sealed bids must be received in the Office of Director of Purchasing & Supply Management, 8506 E 61<sup>st</sup> Street, Tulsa, Oklahoma 74133, by **2:00 p.m., Central Daylight Savings Time, on Friday, April 20, 2018.**
- 5.1.2. BIDS MUST BE SUBMITTED ONLY ON THIS FORM, SIGNED BY AN AUTHORIZED AGENT, AND SUBMITTED IN A **SEALED ENVELOPE** MARKED WITH THE BID NUMBER, DUE DATE AND TIME, ON THE LOWER LEFT CORNER OF THE ENVELOPE.
- 5.1.3. In order for the bid/proposal to be valid, the bid must have an original signature on the cover sheet and the non-collusion statement must be signed and notarized.
- 5.1.4. Faxed, electronic or telephone bids/quotes will **not** be accepted.
- 5.1.5. All changes and modifications to a bid must be submitted in a sealed manner prior to the bid closing.
- 5.1.6. All bids shipped by overnight carrier, e.g. UPS, FedEx must be submitted in a separate envelope inside the carrier's shipping container.
- 5.1.7. Bids must be received by the due date and time indicated on the bid cover page. Late bids will not be considered; however, exceptions may be granted for instances where there are documented weather conditions that caused the late delivery or the closure of the school district's central office resulted in a disruption of delivery.
- 5.1.8. You are responsible for examining the instructions to bidders, special provisions, specifications, forms, bid form, and all other terms and conditions contained herein prior to submitting a bid. Failure to examine any portion of this solicitation, or any errors made in the preparation of your response, shall be at your own risk.
- 5.1.9. Because other factors besides price will be evaluated in proposals, after the closing time for proposals, there will not be a formal bid opening. Pricing and other factors will be evaluated by the District at a later time.
- 5.1.10. Once submitted, all bids and copies will become the property of the school district.
- 5.1.11. The bidder **MUST** indicate the delivery time and firm pricing guarantee on the cover page and/or bid form.
- 5.1.12. All pages of the bid must have the bidder's company name printed or typed in the upper right corner of the page.

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- 5.1.13. If not responding to this bid, please state "NO BID" on the face of the cover sheet and submit the sheet to the office of the Director of Purchasing or the buyer named on the cover sheet.
- 5.1.14. All forms included in the bid packet must be submitted and signed.
- 5.1.15. Unless otherwise stated in the specifications or special provisions, pricing must be furnished for the unit of measure and quantities specified in the specifications or the bid form with packing, shipping, handling and freight FOB Destination included.
- 5.1.16. Full disclosure of any and all additional costs must be provided in the bid including, but not limited to, fuel surcharges, applicable taxes, delivery charges, etc.
- 5.1.17. Bidders will not be permitted to finish or complete bids once inside the Union Public Schools Education Service Center or in the presence of purchasing department staff.

5.2. QUESTIONS REGARDING THE SOLICITATION

- 5.2.1. All questions of material relevance must be submitted in writing or by email to David Young, Director of Purchasing & Supply Management, by **5:00 p.m. on Thursday, April 12, 2018**.
- 5.2.2. Questions should be emailed to [union.purchasing@unionps.org](mailto:union.purchasing@unionps.org).
- 5.2.3. Do not contact or consult with individuals outside of the Union Purchasing department regarding this solicitation. **Any responses to questions not provided by Addenda or email issued by the Union Purchasing Department shall be invalid.**
- 5.2.4. Responses to questions of material relevance will be issued in the form of an Addendum to all bidders who return submitted a completed Notice of Invitation for Bid form.
- 5.2.5. Addenda will only be sent to the person named on the Notice of Invitation for Bid Request form.

6. CHECK LIST OF REQUIRED FORMS

6.1. PROPOSAL FORMAT AND SUBMITTALS

- 6.1.1. **One (1) original and one (1) copy** of the entire bid submitted in a sealed envelope/box.
- 6.1.2. **IFB COVER PAGE** completed and signed **and all pages of the solicitation** with bidder's name on printed on each page. **The Non-Collusion Statement on the cover page must be signed and notarized.**
- 6.1.3. **FORMS - SIGNED AND NOTARIZED BUSINESS RELATIONSHIP AFFIDAVIT**
- 6.1.4. **BID FORM**
- 6.1.5. **BIDDER'S QUESTIONNAIRE**
- 6.1.6. Manufacturer's product specification information and line sheets for the exact model submitted for consideration.

7. OTHER  
(Blank)

8. BID FORM

- 8.1. The BID FORM must be submitted as part of the sealed proposal.
- 8.2. The BID FORM cannot be submitted after the closing date of the IFB.
- 8.3. The BID FORM cannot be modified, changed, amended or an addendum added after the closing date of the IFB.

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**BID FORM**

Your bid must include a response to all specifications. Be sure to attach the manufacturer’s product/line sheet with your bid submission. This bid must be your company’s best and final offer for the laptops. Fields left blank will be assumed to be **NON-COMPLIANT** (Do not leave fields blank.) All specifications must meet or exceed those specified by the school district.

Estimated Initial Order Quantity: 1200 Units

Specifications (Minimum)	Bidder’s Product Specification (Required Information)
<u>Bidder’s Bidder Brand, Model No., Stock/Order No.</u>	
Windows Laptop Computer (Chromebooks are not desired or acceptable)	
11.6” Display	
4 GB Memory	
Pentium processor at least 2.5 GHz	
64 GB Hard Drive	
Windows 10 Pro 64 Bit	
Headphone Jack	
2 USB Ports	
1 HDMI port	
802.11 AC WiFi+BT 4.0 LE Wireless card built in. (No USB Adapters)	
Two-buttoned laser laptop mouse with USB connectivity.	
Four year (4) defective and replacement parts warranty, no deductible (If included, indicate so by stating “Included”	
Four year (4) accidental damage protection repair/replacement coverage, no deductible(If included, indicate so by stating “Included”	
Four year (4) lost/stolen replacement coverage, no deductible (If included, indicate so by stating “Included”	
Imaging and tagging per the specifications	
Other product information	

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<b>PRICING &amp; DELIVERY</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENDED</b>
Total Delivered Unit Price (Laptop, warranties and coverages, freight, shipping, imaging, tagging)	1200		
Protective case or working-from-the-case solution (no sleeves)  Bidder's Case: _____ (Brand/Model/Stock #)	1200		
Delivery (Calendar Days After Receipt of Purchase Order)			
Firm Pricing Guarantee (Expiration date of this pricing)			
After expiration of current pricing, indicate a discount off of MSRP or dealer list price for additional purchases or new models. The final price after applied discount would be a not-to-exceed price. (All requirements and specifications must be met for additional purchases.)		% Discount	
List the reference source used for MSRP or dealer list price.			
<b>Additional Pricing</b>			
Three (3) year battery warranty with 1 replacement per unit		\$	
Four year battery warranty with 1 replacement per unit		\$	
Shipping unit cost for new purchase (Units purchased after initial order)		\$	
Shipping unit cost for replacement/repair if not onsite		\$	
Additional bags/cases: List and price three (3) different protective case/bag (no sleeves) options (Include brand, model, and product number)			
		\$	
		\$	
		\$	
Additional Hardware or Upgrades (List any your company would like to offer, e.g. upgraded memory, hard drive, mice, keyboards, etc.)			
		\$	
		\$	



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**BIDDER QUESTIONNAIRE AND REFERENCES**

The District reserves the right to use references, past performance, specifications of the units, and other necessary factors in determining the qualification and responsibility of the bidders.

<b>Company Profile</b>	
Company Name of the Bidder	
Address of Headquarters	
City/State/Zip	
How long has your company been in business?	
In what state is your company incorporated?	
When was your company incorporated?	
At the time of submission of this bid, is your company currently seeking or has previously filed for any form of bankruptcy protection. (If so, when and furnish information about the filings.)	
Address of branch or facility where computers will be imaged, staged and shipped.	
Where will repairs be made on defective laptop computers (location of facility)?	
Who will be the primary account representative and project manager for the project?	
Project lead's email address	
Project lead's phone number	
<b>Computer Information and Manufacturer</b>	
Describe your relationship with the computer manufacturer? Are you a direct distributor, reseller, dealer, etc. ?	
Will you purchase the units directly from the manufacturer?	
If you will not purchase the units directly from the manufacturer, what is the name and address of the reseller from whom you will purchase the units?	
When will the current brand and model of laptop specified in your bid be discontinued by the manufacturer?	
When was the brand and model of the laptop specified in your bid released for sale by the manufacturer?	

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**Bidder's Questionnaire (Continued)**

<b>Services/Warranty</b>	
Describe your four (4) year defective parts and replacement warranty.	
Describe any exceptions or limitations to the warranty.	
Describe your four (4) year accident damage coverage.	
Describe any exceptions or limitation to the coverage.	
Describe your lost/stolen laptop coverage.	
Are there any exceptions, limitations or requirements for the lost/stolen coverage?	
What is the deductible for all of your coverages? Describe and state.	
If awarded, do you agree to furnish a lockable laptop storage locker?	
Furnish the brand, model and a product information sheet for the locker.	
Do you agree to furnish "depot" units at no cost to the District? (See 3.2.5.7)	
Describe what parts you company would be willing to furnish the District as stock items for self-performed warranty issues, e.g. hard drives, chipsets, etc.	
Does your warranty include unlimited claims per device? If not, please furnish an explanation.	
<b>Installation Services</b>	
Do you agree to pre-image the laptops with the District-furnished image?	
Where will the units be imaged? Facility location.	
Do you agree to affix the District's asset tags to the units as specified?	
Do you agree to affix the Student ID label to the units as specified?	
Do you agree to provide the District with a spreadsheet of all units as per the specification in Section 3.3. et. Seq.?	
Will all units and cases be staged and a delivered together?	
Will any laptops or cases be drop-shipped directly to Union Public Schools from the manufacturer or reseller? If so, describe.	

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<b>Piggyback Agreement</b>	
Do you agree to extend the pricing of this bid, including ongoing discount pricing to other Tulsa Area School Districts, e.g. Tulsa, Jenks, Broken Arrow, Owasso, Bixby, Sapulpa, Sand Springs?	
<b>References</b>	
Furnish three (3) references from public school customers who have purchased the brand of laptop specified herein from your company. References must be from customers where the laptops have been in use for at least two (2) years	
Customer 1	
Address	
City/State/Zip	
Customer Contact & Title	
Contact's phone	
Contact's email	
Number of units furnished and date	
Customer 2	
Address	
City/State/Zip	
Customer Contact & Title	
Contact's phone	
Contact's email	
Number of units furnished and date	
Customer 2	
Address	
City/State/Zip	
Customer Contact & Title	
Contact's phone	
Contact's email	
Number of units furnished and date	



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**BUSINESS RELATIONSHIP AFFIDAVIT**

STATE OF OKLAHOMA     )  
  ) ss  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, of lawful age, being first duly sworn, on oath say, that (s) he is the agent authorized by the Proposer to submit the attached Proposal. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one year prior to the date of this statement with the party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exist, affiant should do state.)

\_\_\_\_\_  
PROPOSER

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission Expires: \_\_\_\_\_

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**NON-KICKBACK AFFIDAVIT**

**(To be completed with invoice – not required to be submitted with the proposal)**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned, (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn, on oath says that this contract (purchase order) is true and correct. Affiant further states that the (work, service or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that he or she has made no payment directly or indirectly to any elected official, officer or employee of the SFA or technology center SFA, or money or any other thing of value to obtain or procure the contract or purchase order.

\_\_\_\_\_  
(Contractor, Supplier or Engineer or Architect)

\_\_\_\_\_  
Vendor/Company Name

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Commission Expires: \_\_\_\_\_