

# Pekin Community High School District #303 320 Stadium Drive Pekin, Illinois 61554

## Acer Chromebooks

## March 2023

PROCUREMENT TIMELINE		
RFQ ISSUED:	March 3rd, 2023	
PROPOSALS DEADLINE:	March 10th, 2023	
ALL PRODUCTS ON SITE BY THIS DATE:	June 1st, 2023	

## 1. Scope of Products and Services

The district is seeking competitive quotes for the following:

Acer Chromebook 511 C736T C736T-C0R0 11.6" Touchscreen Chromebook-4GB RAM

Acer Chromebook 511 C736T C736T-C0R0 11.6" Touchscreen Chromebook-8GB RAM

The district will NOT be entertaining comparable or equivalent hardware, software and/or services as responses to this request for quote.

#### 2. Specifications and Qualifications

Bidder must provide prices for the following products: **See the Product Specifications & Quantity Page (Attachment "A")** describing the aforementioned hardware, software and/or services being solicited.

All quantities solicited in this request for quote is a minimum; however, the District reserves the right to increase or decrease the quantities that are most beneficial to the interests of the District.

## 3. Bidder Requirements

- a) The price submitted by the Bidder shall include all handling, freight, storage, and transportation fees associated with any orders.
- b) Bidder must submit all applicable warranties with the proposal.
- c) Pricing must remain secure for a period of no less than **90** days; however, the Bidder may offer any manufacturer pricing reductions from this fixed price to the District at any time during the contractual term.
- d) Do not include extraneous materials with the proposal. Only materials requested by this RFQ are to be included in the proposal package.
- e) All the part numbers or descriptions and or descriptions and quantities in the quote must remain the same.
- f) The District reserves the right to increase or decrease the quantities within the 90-day period of the proposal without any increase in price per unit.
- g) The District reserves the right to order only specific part numbers from this RFQ to suit the needs of the District.

- h) Bidder must ensure all invoices, hardware, software and/or services are deliverable to the District ON OR BEFORE JUNE 1, 2023 Failure of the aforementioned (e.g.,invoices, hardware, software and/or services) not delivered before the date specified in this RFQ may be subject to, as determined by the District, a penalty consisting of 10% of the overall total bid value submitted to the District from the Bidder.
- It is the responsibility of the Bidder to ensure that all addendums are included in the proposal submission. Failure to include addendums could result in the proposal declared unresponsive.
- j) Bidder agrees that the supplies, equipment, and/or services to be furnished shall be covered commercial warranties the bidder gives to any customer for the same or substantially similar products, equipment, and/or services and that the rights and remedies so provided are in addition to, and do not limit, any rights afforded to the District. Warranty period for hardware and software does not begin until it has been installed and configured to the satisfaction of the District. In addition, the Bidder shall warranty support for its product should the Bidder company be purchased by another Firm.
- k) The equipment and/or supplies, if so called for, shall be new and unused, of current production, first quality, with the latest design features. It shall be delivered operational and ready for the District usage with all necessary equipment and accessories.
- All RFQs must be signed, with the firm named as indicated. An authorized agent of the company making the proposal must sign all proposals. Obligations assumed by such signature must be fulfilled.
- m) Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions or required services of this request, no matter how slight.
- n) The accuracy of the proposal is the sole responsibility of the respondent. Bidder will not be allowed to make changes to their submission after the date and time of the request opening due to error by the Bidder.
- o) The terms and conditions of the request for quote, the resulting contract(s) or activities based upon this request for quote shall be construed in accordance with the Laws of the State of Illinois. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.
- p) Bidders shall accept the terms and conditions of this RFQ in its entirety. Any modifications could result in immediate disqualification, and the bid being marked as non responsive.
- q) If necessary, the Bidder shall supply a certificate of insurance evidencing such required insurance coverage prior to commencement of the contract.

- r) If necessary, the successful Bidder will undergo background checks for any, and all, employees who require physical access to any of the District's locations. These background checks will be at the expense of the Bidder.
- s) Bidder is required to complete the Acknowledgement of Requests for Proposal Form (Attachment "B)

#### 4. Pricing

The proposal must be completed using the district-supplied **Pricing Page** (Attachment "B"). Use of an alternate proposal form, e.g., company quotation form or alteration of the district's form may result in disqualification of the respondent's proposal.

This pricing page is to be included with the Bidder's quote. The price page must show unit pricing, extended pricing, and a grand total. When there is a discrepancy of the extended or grand totals, the unit price will prevail.

Bidders will neither include Federal, State nor applicable local excise or sales taxes in proposed prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided to the Bidder where applicable upon request.

#### 5. Unspecified Value Add Offerings.

The Bidder may elect to list any items or services, as attachment(s), in addition to those required by the attached specifications, offered as part of your proposal, and included in your proposal pricing, if any.

#### 6. Responses

Responses should be received by the District **before 3:00 PM on Friday, March 10, 2023** 

#### ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED

Eric Lind: elind@pekinhigh.net

Subject: \*company name\* Chromebook Bid

Bidders are cautioned to write all descriptions and prices clearly, so there is no doubt as to the intent and scope of the proposal. In the event of price discrepancy, unit price will prevail. All itemized costs must be included in the grand total.

If necessary, regarding the use of subcontractors/partners for this proposal and/or project, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the District will contract solely with the Bidder, therefore subcontractors/partners remain the bidder's sole responsibility.

All contacts/question regarding this RFQ during the submittal preparation MUST be done by email to Director of Technology, Eric Lind- elind@pekinhigh.net

This restriction does not apply to:

-District Initiated Communication as part of the evaluation/question process.

### 7. Schedule of Payment

All payments for the District need to be approved by the District's Board of Education; approval usually occurs thirty (30) days after the invoice from the bidder is received. Depending on when the invoice is received, or the scheduling of the regular board meeting, it could take up to sixty (60) days for payment to be issued once approved by the District Board of Education.

The District may plan to pay the Bidder using a procurement or virtual credit card, electronic funds transfer, or by issuing a purchase order and the Bidder must accept one of these forms of payment.

#### 8. Indemnification

The Bidder agrees that it will protect, defend, indemnify and hold harmless the District, its officers, directors, employees, agents and representatives and each of them against all loss, demand, claim and expense (including reasonable attorney fees and expenses, whether or not suit is filed) incurred due to loss of or damage to tangible or intangible property (including, without limitation, electronically stored data) or injury to or death of any person arising from or relating to the materials, goods or services furnished or performed by the Bidder in its performance of the Contract, except to the extent such loss, damage, injury or death was caused by gross negligence or willful misconduct of the part otherwise to be protected, defended, indemnified or held harmless.

#### 9. Right of Removal

The District shall have the right to require the removal of any employee, agent, representative or contractor of the Bidder from premises of the District or performance of the Contract, immediately or upon such notice as the District, in its sole discretion, deems reasonable, if in the sole judgment of the District the conduct of or performance by such individual poses a risk of harm to any student, staff member or tangible or intangible property (including, without limitation, electronically stored data) of the District or to any other person or property lawfully on the premises of the District.

### 10. Right of Termination

The District shall have the right to terminate the Contract if the Bidder fails to cure any default within 30 days after written notice of default, and provided, further, that the District may terminate the Contract immediately, without prior notice, if in the sole judgment of the District the continued performance of the Contract poses a risk of harm to any student, staff member or tangible or intangible property (including, without limitation, electronically stored data) of the District or to any other person or property lawfully on the premises of the District. If the District terminates the Contract according to this Section 3, it shall give prompt written notice of termination to the Bidder.

#### 11. Express Warranty

The Bidder shall warrant and represent that all goods, equipment, software, and materials furnished by the Bidder in performance of the Contract shall be reasonably fit for the ordinary purposes thereof, shall be free from known defect in finish, condition, or function, and shall perform substantially as described in any literature, manual or other documentation furnished in connection therewith, and that all services to be performed by Bidder shall be rendered in a good and workmanlike manner.

### 12. Proposals

The District reserves the right to waive any irregularities, reject any or all proposals, and modify or negotiate all proposals received in conjunction with this request for quote, and to enter such contract or contracts as shall be deemed in the best interests of the District.

The District reserves the right to:

- a) Reject any, and all, proposals submitted by prospective Bidders.
- b) Re-advertise this solicitation

- c) Hold open or closed bid openings
- d) Postpone or cancel the process for this solicitation
- e) Determine the criteria and process whereby proposals are evaluated and awarded.
- f) Reserves the right to perform the installation of the equipment itself or through a subcontracted firm.

If, because of this request for quote, district personnel recommend to the District's Board of education the Bidder be awarded the bid/contract and is approved; the Bidder understands, and acknowledges the following:

- a) This acceptance of proposal is predicated on the total dollar amount to complete the product and/or services solicited by this RFQ and the District's ability to secure adequate funding.
- b) In the event, adequate funding is not available irregardless of funding source, (e.g.,grants, district allocations, E-Rate, etc); the District will not Authorize the purchase or award the contract. If funding is available, the Board of Education for the District shall award a bid/contract to the proposed Bidder.
- c) If the Board of Education does not approve the appropriation of funds, the District shall a) suspend the purchase or contract until funds are available and approved by the Board of Education or b) terminate the purchase or contract for lack of funding.

#### 13. Disclosure of Information

Pricing information cannot be considered confidential information.

## Attachment "A"- Product(s) Specifications & Quantity Page

Mfg. Part Number	Product Description	Quantity
NX.KCZAA.001	Acer C736T-C0R0 4GB RAM WITH ZTE	470*
NX.KCZAA.001	Acer C736T-C0R0 8GB RAM WITH ZTE	470*
-	-	-
-	-	-

\*PLEASE NOTE: Pekin Community High School intends to purchase a total quantity of 470 Chromebooks.

On Page 10, please list the 4GB model as "Option A" and the 8GB Model as "Option B"

## Attachment "B" - Pricing page

Bidder is required to complete this Attachment "B"- Pricing page as part of the Quote. This pricing page MUST be completed and attached to the Bidders Quote.

Failure to comply with the instructions for this pricing page may deem the Bidder's response non-compliant.

Bidder Name:	
Bidder Contact Person:	
Bidder Address:	
Bidder Phone:	
Bidder Fax:	
Bidder E-mail:	

Part Number	Product Description	QTY:	Unit Cost:	Extended Cost
NX.KCZAA.001	Acer C736T-C0R0 WITH 4GB RAM WITH ZTE*	470		
NX.KCZAA.001	Acer C736T-C0R0 WITH 8GB RAM WITH ZTE*	470		
-	-	-	-	-
-	-	-	-	-

<sup>\*</sup>ZTE= Zero Touch Enrollment

## Attachment "B" - Pricing page (Continued)

Option A: 4GB RAM	
GRAND TOTAL:	
Option B: 8GB RAM	
GRAND TOTAL:	
By Signing this Page- Bidder agrees to all terms and conditions set for RFQ.	th in this
Signature	
Printed Name	
Title:	