



November 16, 2018

Request for Proposal #19010

Acer Chromebook Tab 10

Tulsa Public Schools is inviting proposals to provide Acer chromebook tablets in accordance with the specifications set forth in this Request for Proposal (“RFP”).

Proposals will be accepted until a public opening held on **November 26, 2018, at 11:00 a.m.** Proposals received after this time will not be accepted. One original and four (4) copies of your proposal must be submitted. No award will be made until the Tulsa Public Schools committee has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the District.

Responses must be sealed and marked on the lower left-hand corner with the proposal name and number, name and address of the vendor, opening date and time. Fax/electronic responses cannot be accepted. Address, mail or deliver all proposals and accessory documents to:

Ms. Jeanna Wright
Tulsa Public Schools
3027 South New Haven, Room 526
Tulsa, Oklahoma 74114

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to my office at (918) 746-6279.

Thank you for your participation.

A handwritten signature in cursive script that reads 'Jeanna Wright'.

Jeanna Wright
Purchasing Systems Administrator/ Technology Buyer

Acer Chromebook Tab 10

1) PURPOSE: Tulsa Public Schools (“TPS”, the “District”) wishes to contract with a qualified vendor to provide Acer Chromebook Tab 10s in accordance with the specifications set forth in this Request for Proposal (“RFP”). Chromebook tablets are an integral component of the Districts move to a one-to-one device to student ratio.

2) PERIOD OF CONTRACT PERFORMANCE: The pricing agreement subject to this solicitation will commence with orders placed beginning November 27, 2018, with price protection required through June 30, 2019.

3) BACKGROUND: TPS is the second largest school district in northeastern Oklahoma. The District contributes significantly to the economic base of the area with approximately 6,900 employees. Approximately 40,000 students are enrolled in over 44 elementary/Pre-K schools, 12 middle and junior high schools, and 9 senior high schools as well as over 15 special programs around the District.

4) Current District Device Counts (approximate):

- a) 20,000 Desktop/Laptop computers
- b) 30,000 Chromebooks

5) QUESTIONS: Submit any technical issue or specification questions pertaining to this Request for Proposal (RFP) to the Purchasing Department at purchasing@tulsaschools.org no later than 4:00 p.m. on November 21, 2018. Include a phone number and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

6) CONTRACT ADMINISTRATOR: The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Robert F. Burton Jr., Information Director of Client Services.

7) GENERAL REQUIREMENTS: Vendors’ proposals are to include the hardware and any required or optional components based on the following specifications. The devices proposed must support the District focus of using them to access cloud based applications and support the District’s Google rollout. The delivered product must support TPS curriculum and instructional uses as follows:

- Follett / Destiny
- State Testing – Measured Progress approved testing vendor
- Google EDU
- Administrative, instructional, lab, high end technical applications

7.1 Acer Chromebook Tab Technical Specifications:

- a) Acer Chromebook Tab 10, Model: D651N-K9WT, Part Number: NX.0BAA.001
- b) 4 GB ram, 32 GB hard drive
- c) Stylus
- d) Optional Accessories/Services
 - Acer Chromebook Tab 10 case and protective covering

8) INSTALLATION, MAINTENANCE AND SUPPORT: The vendor is to provide a standard maintenance and support agreement that includes the standard manufacturer warranty plus up to two (2) years additional maintenance covering all proposed hardware.

8.1 Professional Services Options

8.2 Warranty on All Devices

- a) Multi year warranty options
 - Include accidental damage protection – Required
 - Include all terms of the support contract
 - Cannot limit number of incidents per device per year.

8.3 Acer Chromebook Tab 10

- a) Shipping must be included in price
- b) All devices will require barcoded asset tagging and reporting for each delivery.
- c) Devices pre-configured (Wi-Fi, Default Apps.)
- d) Google management console license with each device.
- e) Go Guardian 4 year Admin/Teacher license.
- f) Onsite parts inventory (Include price list)
- g) Self-dispatch portal for technicians

9) TRAINING OPTIONS:

- a) Professional Development
- b) Technical Certification

10) PROPOSAL SUBMISSION REQUIREMENTS: In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original and four (4) copies of the proposal response shall be submitted to TPS as indicated on the cover sheet. Offeror shall make no other distribution of the proposal. Proposals should be as thorough and detailed as possible, so that TPS may properly evaluate the offeror's capabilities to provide the required product/services.

Return this **Request for Proposal** document along with proposal information organized into the following sections and appropriately indexed/labeled:

- **Proposal Section A, Executive Summary.** A top level summary that highlights the major features/most important aspects of the proposal, containing a concise description of the proposed solution, limited to two pages. It should clearly indicate any options or alternatives offered. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Summary.
- **Proposal Section B, Background.** Describe the company, its size, number of employees, and annual sales volume. This shall include a brief history of the offering firm,

emphasizing its experience in providing these/similar products and services to education customers comparable to TPS.

- **Proposal Section C, Proposal Pricing.** Provide pricing for devices with each required and optional component listed in Section 6 using the template in Exhibit I.
- **Proposal Section D, Support Services.** Outline the warrant and support process for devices.
 - Define the maintenance terms and conditions. Explain in detail the support options provided for the product once it's in production, including the quantity of support staff, method of escalation of urgent cases and location of support staff. Also, provide the product cycle including end of life processes and notifications.
- **Proposal Section E, Alternative Proposals, Exceptions and Clarifications.** Offeror may provide more than one solution in order to provide alternative creative proposals that the District may not have been aware of or considered. Any alternatives and/or exceptions to the RFP specifications must be detailed and clearly noted in this Section.
- **Proposal Section F, Attachments.** Attachments A, B, C completed and signed.

11) AWARD: Proposals will be evaluated by a TPS committee. Demonstration units may be requested. TPS reserves the right to award either "all or none" or portions thereof (units vs optional components vs services), whichever is in best interest of the district. Negotiations shall be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, TPS shall select the offeror which in its opinion, has made the best proposal, and shall award the contract to that offeror. Should TPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration a contract may be negotiated and awarded to that offeror. The proposed contract will be presented to the School Board for final approval of award recommendation; services may not commence until such approval, as required, is obtained. TPS may cancel this RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

12) GENERAL TERMS AND CONDITIONS

- 12.1 DOWNLOADED RFP'S:** An Internet link will be provided to Respondents who have provided e-mail addresses to the Purchasing Department staff responsible for the specific solicitation. This RFP, accompanying exhibits/attachments, and any addenda are available for download from the web at http://www.tulsaschools.org/Community/purchase_bids_main.asp. Respondents are responsible for checking the web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Respondents from considering addenda, if any, in preparing responses. Note that there may be multiple clarifications and/or addenda. Any harm to a respondent resulting from such failure shall not be grounds for a protest against award(s) made under this RFP.
- 12.2 APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state and local laws and regulations.
- 12.3 RIGHT TO REJECT:** TPS reserves the right to reject any or all proposals. In addition, offerors should recognize the right of TPS to reject a proposal if they fail to submit the data required in the RFP, or if the proposal is in any way incomplete.
- 12.4 ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their

proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

- 12.5 MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a proposal on the official form provided for that purpose may be cause for rejection. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection; however, the Director of Materials Management reserves the right to decide, on a case basis, in his/her sole discretion, whether to reject such a proposal.
- 12.6 CONTRACT PROVISIONS BY REFERENCE:** It is mutually agreed by and between TPS and the offeror that the District's acceptance of the offeror's proposal by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms and conditions in the solicitation except as may be amended in the purchase order. Any exceptions taken by the offeror not included in the resulting contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this solicitation and information submitted by an offeror, the terms and conditions of the solicitation and resulting purchase order/contract will govern.
- 12.7 CHANGES:** Statements made by TPS representatives do not modify the terms, conditions and specifications of this RFP. Changes and modifications to any section of the RFP will not be valid unless said changes are confirmed in writing in the form of an addendum and issued by the Director of Materials Management. Changes may be made to the contract if the parties agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 12.8 ERRORS OR OMISSIONS:** Offeror shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.
- 12.9 TAX EXEMPTION:** TPS is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales/use taxes. When under established trade practice, any federal excise tax is included in the list price; offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by TPS.
- 12.10 TESTING AND INSPECTION:** TPS reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the specification.
- 12.11 PROPRIETARY INDEMNITY:** Offeror warrants that all products and services used by or furnished do not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of claim by any third party against TPS, TPS shall promptly notify vendor and vendor shall defend and indemnify TPS against any loss, cost, expense, claim, or liability arising out of such claim, whether or not such claim is successful.
- 12.12 PATENT AND COPYRIGHT MATERIALS:** Unless otherwise expressly provided in a contract, offeror shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
- 12.13 QUALIFICATIONS OF OFFERORS:** TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to TPS all such information and data for this purpose as may be requested. TPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy TPS that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 12.14 LATE PROPOSALS:** Proposals must be received by the TPS Purchasing Office by the designated date and hour to be considered for selection. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. TPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the offeror to ensure that its proposal reaches the Purchasing Department by the designated date and hour.
- 12.15 OBLIGATION OF OFFEROR:** By submitting a proposal, the offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their

obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

- 12.16 PROPOSAL ACCEPTANCE PERIOD:** The proposal shall be binding upon the offeror for a minimum of ninety (90) calendar days following the proposal receipt and opening date.
- 12.17 COSTS OF RESPONSE TO RFP:** TPS will not be liable for any costs associated with the preparation of materials for offeror's submission.
- 12.18 METHOD OF PAYMENT:** Standard payment terms are Net 30 days from the receipt of invoice. Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice. TPS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. No additional charges, fees, or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this RFP, and any applicable extensions. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 12.19 AUDIT:** Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by TPS, whichever is sooner. TPS, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
- 12.20 OPEN RECORDS:** The Offeror's proposal/bid and all accompanying data, materials and documentation are public records and are subject to inspection and reproduction in accordance with the Oklahoma Open Records Act.
- 12.21 COMPLIANCE WITH PROCEDURES:** Contractor shall comply with all procedural instructions that may be issued from time to time by TPS; however, the terms and conditions of the contract will not change.
- 12.22 EXTRA CHARGES NOT ALLOWED:** Proposed pricing shall be for the complete product/service.
- 12.23 ASSIGNMENT OF CONTRACT:** A contract shall not be assigned or subcontracted by the offeror in part or whole without the written consent of TPS.
- 12.24 TERMINATION:** Failure to comply with the terms and conditions of this solicitation or to deliver materials, supplies or services identified in the solicitation and contract at the discounts quoted will void the contract award. In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, TPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. TPS reserves the right to cancel and terminate any resulting contract; in part or whole should the Director of Materials Management determine that such a termination is in the best interest of TPS. Any such termination shall be effected by delivery to the contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.
- 12.25 STANDARDS OF PERFORMANCE:** Offeror shall devote, and shall cause all of its staff and any subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and consistent with the best interests of the District and to the satisfaction of the District. Offeror shall retain and utilize sufficient staff to assure the most effective and efficient performance of services. Offeror shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the District, so as to assure, among other things, that the Services are performed at a reasonable cost to the District and that Services performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered. Offeror acknowledges and accepts a relationship of trust and confidence with the District and agrees to cooperate with the District, and all other persons or entities which may be retained by the District, in performing Services to further the best interests of the District.
- 12.26 FAVORED NATION:** Offeror shall furnish Services to the District at the lowest price that Offeror charges to other similarly situated parties. If Offeror overcharges, in addition to all other remedies, the District is

entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the District until the date refund is made. The District has the right to offset any overcharge against any amounts due to Offeror under this or any other agreement between Offeror and the District, and, at the District's sole option, the right to declare Offeror in default under the Contract.

- 12.27 CONFIDENTIAL INFORMATION.** In performance of Services to the District, offeror may have access to or receive certain information that is not generally known to others ("Confidential Information"). Offeror agrees not to use or disclose any Confidential Information or any records, reports, or documents prepared or generated as a result of the Contract without the prior written consent of the District.
- 12.28 DISSEMINATION OF INFORMATION.** Offeror agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the District. Offeror shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall offeror disseminate any information regarding Services without the prior written consent of the District. In the event that offeror is presented with a request for documents by any administrative agency or with a subpoena duces tucem regarding any records, data, or Work Product which may be in offeror's possession as a result of Services under this Contract, offeror shall immediately give notice to the District and its General Counsel with the understanding that the District shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Offeror will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Offeror agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by offeror under this Contract.
- 12.29 OWNERSHIP.** All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Contract, shall at all times be and remain the property of the District. All of the foregoing items shall be delivered to the District upon demand at any time and in any event, shall be promptly delivered to the District upon expiration or termination of the Contract. In the event any of the above items are lost or damaged while in offeror's possession, such items shall be restored or replaced at offeror's expense.
- 12.30 RESERVATION OF RIGHTS:** Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.
- 12.31 INSURANCE REQUIREMENTS:** By signing and submitting a proposal under this solicitation, offeror agrees to carry workers' compensation insurance with limits for the employers' liability part of the workers' compensation policy not less than \$500,000 per category, at its own expense. Offeror agrees to carry Commercial General Liability insurance with limits not less than \$1,000,000 combined single limits for bodily injury and property damage. Offeror further agrees to carry Commercial Automobile insurance with limits not less than \$1,000,000 combined single limits for bodily injury and property damage. Offeror agrees to provide District with a certificate of insurance as evidence of the above lines of insurance carried by offeror which shall include a ten (10) day notice, in writing, to the District in the event of cancellation of such insurance for any reason. This certificate of insurance should also name District as "additional insured" with regard to the Commercial General Liability and Commercial Auto policies, with respect to work performed by offeror on behalf of District. In addition to such insurance, and not in lieu thereof, Offeror agrees to indemnify and hold District and its agents, employees and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of offeror's performance of its services hereunder. All insurance coverage will be provided by insurance companies authorized to sell insurance in Oklahoma.
- 12.32 NON-DISCRIMINATION:** Contractors or suppliers are obligated not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, disability, genetic information, veteran status, marital status, or age. This obligation shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors or suppliers are obligated to comply with all requirements of the Americans with Disabilities Act.

Tulsa Public Schools does not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, disability, genetic information, veteran status, marital status or age in its employment, programs and activities.

Exhibit I Pricing Chart

Proposed Configuration(s):

MODEL #		
Processor (speed)		
Hard Drive (GB)		
Battery Life (hours)		
Wireless Interface		
Google Management Console		
Warranty Cost		
Setup & Delivery		
Total Cost		

Optional Services:

Cost/unit

Asset tagging and reporting \$ _____

Inventory tracking and reporting \$ _____

Onsite installation/Configuration services (enroll on management console, join to
Wi-Fi, download selected apps, etc.) \$ _____

Optional Components:

• Acer Chromebook Tab 10 protective case \$ _____

Part Number/Description _____

• Acer Chromebook Tab 10 screen protector \$ _____

Part Number/Description _____

• Keyboard \$ _____

Part Number/Description _____

Note: Add continuation pages as necessary to propose additional configurations or to further detail Optional Components/Services.

Attachment A

REFERENCES

Provide a listing of at least three (3) references, preferably companies of similar size/volume, for which the company has provided comparable scope of products/services within the last three (3) years:

(1) Customer Name: _____ Telephone: _____

Number of Units: _____

Contact Name: _____ Title: _____

Address: _____

Email Address: _____

(2) Customer Name: _____ Telephone: _____

Number of Units: _____

Contact Name: _____ Title: _____

Address: _____

Email Address: _____

(3) Customer Name: _____ Telephone: _____

Number of Units: _____

Contact Name: _____ Title: _____

Address: _____

Email Address: _____

Attachment B

NON-COLLUSION AFFIDAVIT

Pursuant to Title 74 Oklahoma Statute (1974) SS 85.22-25)

* * * * *

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly sworn,
(Print Name of Contractor or Authorized Agent)

on oath says, that (s)he is the contractor or the agent authorized by the contractor to submit the attached contract to INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY, OKLAHOMA. Affiant further states that contractor has not paid, given or donated or agreed to pay, give or donate to any employee of said School District, or member of its Board of Education, any money or other thing of value, either directly or indirectly, in the procuring of the attached contract.

Company Name

Signature of Contractor or Authorized Agent

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

(SEAL)

Attachment C

VALIDATION

Note: Bids must be manually signed on this form in the space provided below.

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the bid, ever been disqualified, debarred, removed, or otherwise prevented from participating, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is Yes, please explain the circumstances in the following space:

Offeror, in compliance with this RFP, has examined the specifications, and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products, and is able to furnish the services/products in the time frame specified and at the rates set forth in this bid. The undersigned, on behalf of the offeror, certifies that this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor, and certifies that all statements contained in the bid are true and correct. If accepted by the District, this bid is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: _____ Minority-owned or _____ Female-owned.

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

Email