

# REQUEST FOR PROPOSAL

Project: ITS-2023-004  
Chromebook and Accessories

Eudora USD 491  
Technology Department  
1310 Winchester Road  
P.O. Box 500  
Eudora, KS 66025-0500  
Phone: 785.542.4902

Contact: Ron Long  
Phone: 785.542.4902 x1301  
E-Mail: [ronlong@eudoraschools.org](mailto:ronlong@eudoraschools.org)

RFP Issue Date: March 28, 2023  
RFP Due Date: April 11, 2023 at 10:00 AM Central Time

# OVERVIEW

The Eudora School District, Technology Department hereinafter referred to as the “District” is accepting competitive written proposals from qualified organizations for Dell Chromebook Model 3110 non-touch laptops, Spare Power Adapters, Chrome OS Management Console licenses. The main purpose of this bid is to provide the Dell Chromebook for the one-to-one sustainability model in the district. The RFP provides Bidders with the product specifications and pricing forms.

The District reserves the right to reject any or all bids received if such action is considered to be in the best interest of the District. This request does not obligate the District to pay any cost incurred by Bidders related to the submission of bids in response to this RFP. Any questions regarding this RFP should be directed to Ron Long, Technology Director, at [ronlong@eudoraschools.org](mailto:ronlong@eudoraschools.org) no later than **Wednesday, April 05, 2023, at 4:30 PM Central Time**.

Communication with any District employee about this RFP, outside of the RFP process, may be grounds for Bidder disqualification. Please return all RFP forms completed as to the form structure. The district is tax-exempt, please do not include sales tax in prices.

Final results of the RFP may be obtained by contacting Information Technology Services at 785.542.4902 extension 1301 after the conclusion of the RFP process.

## PROPOSAL SUBMISSION

Companies interested in participating in this RFP should submit written proposals no later than **April 11, 2023, @ 10:00 AM Central Time**. Proposals should address the Dell Chromebook model 3100 and accessories requested for the district. All proposals must be submitted via **E-Mail in PDF format**. Proposals with E-Mail timestamps received after the required time will not be accepted nor considered.

### E-Mail:

[ronlong@eudoraschools.org](mailto:ronlong@eudoraschools.org)

Subject line **MUST** be: <Company Name> RFP ITS-2023-004 Bid Packet Response

## INQUIRIES

ALL Correspondences and inquiries regarding this RFP must be done via e-mail: [ronlong@eudoraschools.org](mailto:ronlong@eudoraschools.org)

If a vendor does not receive a response within 24 hours, it is the responsibility of the vendor to call Ron Long at (785) 542-4902 Extension 1301 and confirm that the E-Mail message was received.

## **SUMMARY**

The District is soliciting competitive bids for Dell Chromebook model 3110 non-touch laptops, Spare Power Adapters, Chrome OS Management Console licenses. The main purpose of this bid is to provide Dell Chromebooks for the one-to-one sustainability model with the district. Asset tagging and enrollment of the device into the eudoraschools.org google domain will be handled by the district.

## **TIMELINE**

1. **RFP Release:** Tuesday, March 28, 2023.
2. **Bids Due:** Tuesday, April 11, 2023, at 10:00 AM Central Time.
3. **Bid Opening:** Tuesday, April 11, 2023, at 10:15 AM Central Time.
4. **Anticipated BOE Recommendation:** Thursday, April 13, 2023, at 6:30 PM Central Time during the USD 491 Board of Education Monthly Meeting.
5. **Delivery Preferred Complete:** Thursday, June 29, 2023

## TERMS and CONDITIONS

1. The District reserves the right to reject any or all bids, to accept any item or items in a bid, and to waive any informality in bids.
2. Each bid must be priced.
3. Discounts(i.e., cash,multi-year, and delivery) shall be considered in awarding a contract.
4. The right is reserved by the District to increase or decrease, by not more than twenty-five percent (25%), at the time of award, the quantity listed for any RFP items.
5. Prices quoted must remain firm for a period of 30 days of bid opening. Prices quoted are to be free of all federal, state, and local taxes unless otherwise imposed by a governmental body and applicable to the material on the bid.
6. The date of receipt shall be considered the effective date all products and invoices are received.
7. If the supplier refuses or fails to make deliveries of the goods or services within the time specified in the RFP or the purchase order, the District may, by written notice, terminate the right of the supplier to proceed with deliveries on such part or parts thereof as to which there has been a delay.
8. Supplier shall pass through to the District, to the extent available, any indemnification rights provided to Supplier by a manufacturer or publisher of Product as a result of any claim in connection with this Contract that such Product infringes, or constitutes a contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third parties intellectual property right or misappropriation of a trade secret or other personal rights of a third party. The supplier will indemnify and defend the District, its officers, directors, employees, agents, and Affiliates from and against any third party claims that the Services, as defined under this Contract, infringe any U.S. patent, copyright, trademark, or trade secret. The supplier will pay all damages, costs, and expenses finally awarded to third parties against the District in such action or agreed to in the settlement. If the District's use of the Services performed under this Contract is, or is likely to be, enjoined due to a third party Claim of infringement or misappropriation, Supplier will, at its expense, (i) procure for the District the right to continue using the Service, or (ii) replace or modify the Service to make it non-infringing. If neither of the foregoing alternatives is commercially reasonable, the Supplier shall refund any fees paid for the infringing Service. Notwithstanding the foregoing, Supplier will not be liable for any infringement claim if (i) the Service was created in accordance with the District's sole design or specifications, (ii) the District continues using the Service after receiving notice from Supplier to discontinue use, (iii) the District altered the Service, or (iv) the District used the Service in combination with any other product, program or data not authorized by Supplier or its agent, and such infringement claim would not have occurred absent such combination.
9. All items furnished must be of their respective kinds and shall be free from defects in material and workmanship. Items shall be subject to District inspection and approval at any time within thirty days after delivery. If a substitution is made, it shall be the decision of a District representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
10. The District is not responsible for any costs associated with the preparation or submission of a response to this RFP. All bids submitted become the property of the District. It is understood and agreed that the Bidder claims no proprietary rights to the ideas and written materials contained in or attached to the bid submitted.

11. All items must be properly packed or crated to ensure delivery in good condition and in accordance with instructions listed in this RFP or purchase order if any.
12. Rejected items shall be held at the Bidder's risk and expense.
13. Payment of the Bidder's invoices is subject to adjustment for any shortage, or for rejection of an item or items.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. Kansas State Law prohibits smoking in or on any District property and compliance is mandatory.
16. Hold Harmless.
  - a. The Supplier agrees to defend, indemnify and hold the Eudora School District, its officers, employees, and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses (including reasonable Attorney's fees) relating to bodily injury, death of any person or damage to tangible personal property occurring at the District's premises (or another location designated by the District) in connection with the performance of Services under this Contract, to the extent proximately caused by the negligence or willful acts or omissions of the Supplier, its officers, directors, employees, agents, and Affiliates. In the event that any Claim is made or suit is commenced against the District or other entity entitled to indemnity under this Section (an "Indemnified Party"), the Indemnified Party shall: (i) give prompt written notice of such claim or suit to Supplier; and (ii) provide reasonable assistance and cooperation in the defense and settlement of any Claim or legal proceeding.
17. Tax-Exempt
  - a. The District and its agencies are exempt from state and local sales taxes by KSA 79-3606.
18. The Bidder shall observe the provisions of the Kansas act against discrimination (K.S.A. 44-1030) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry.
19. Payment Terms
  - a. Product should be invoiced on the date of shipment.
  - b. Services should be invoiced on the date performance is completed or as otherwise specified in any mutually agreed-upon statement of work.
  - c. The District will pay all undisputed invoices in full within 60 days of the invoice date. All payments will reference the invoice number.
20. Shipping and FOB
  - a. Shipping costs are FOB destination (included in the Bidder's price), which means delivered to the District or other designated point as specified in this RFP without additional charge.
  - b. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during regular working hours between 8:30 AM and 3:30 PM, Monday through Thursday, except holidays and nonworking District days.
  - c. Liftgate service will be required for all receipts of items.
21. Subcontractors
  - a. The Bidder shall be the sole source of contact for any subcontracting.
  - b. The Bidder is totally responsible for all actions and work performed by its subcontractors.
  - c. All terms, conditions, and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
22. New Materials, Supplies, or Equipment

- a. All materials, supplies, or equipment offered by a Bidder shall be new, unused in any regard, and of the most current design.
- b. All materials, supplies, and equipment shall be first-class in all respects. Seconds or flawed items shall not be acceptable.
- c. All materials, supplies, or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

#### 23. Care of District Property

- a. The Bidder shall be responsible for the proper care and custody of any District-owned personal tangible property and real property furnished for the Bidder's use in connection with the performance of this contract.
- b. Bidder shall reimburse the District for such property's loss or damage caused by Bidder, normal wear and tear excepted.

#### 24. Confidentiality

- a. The Bidder may have access to private or confidential data maintained by the District to the extent necessary to carry out its responsibilities under this contract. Bidder must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Bidder shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Bidder must agree to return any or all data furnished by the District promptly at the request of the District in whatever forms it is maintained by Bidder. On the termination or expiration of this contract, Bidder shall not use any of such data or any material derived from the data for any purpose and, where so instructed by the District, shall destroy or render it unreadable.

#### 25. Ownership

- a. All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by the Bidder under this contract shall be owned by the District
- b. The Bidder may not release any materials without written approval from the District.

## 26. Good Faith Statement

- a. All information provided by the District in this RFP is offered in good faith. Individual items are subject to change at any time. The District makes no certification that any item is without error. The District is not responsible or liable for any use of the information or for any claims asserted therefrom.

## 27. Communication

- a. Verbal communication pertaining to this RFP shall not be effective unless formally confirmed in writing by the specified procurement official in charge of managing this RFP process. In no case shall oral communication govern over written communication.
- b. Bidders' Inquiries
  - i. Questions concerning this RFP should be received prior to the date specified in the Timeline section.
  - ii. Bidders shall bring to the District's attention any discrepancies, errors, or omissions that may exist within this RFP.
- c. Addenda
  - i. The District shall make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within a reasonable number of business days.
    1. All addenda shall be provided in the same manner as the RFP was issued to Bidders.  
The District may not respond to any questions/requests for clarification that require addenda, if received by the District, after the specified time in the Timeline section.
- d. Notices
  - i. All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "Notices"), which may be required or desired to be given by either party to the other shall be in writing and addressed as follows
    1. Shipping Address: Eudora USD 491  
1310 Winchester Road  
Eudora, KS 66025-0500
    2. U.S.Postal Service Mailing Address:  
Eudora USD 491  
P.O. Box 500  
Eudora, KS 66025-0500

## 28. Bidder's Understanding of the RFP

- a. In responding to this RFP, the Bidder accepts the responsibility to fully understand the RFP in its entirety, and in detail, including making any inquiries to the District as necessary to gain such understanding. The District reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further, the District reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding. That right extends to cancellation of the award prior to contract signing, if an award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the District.

## 29.

### 30. Limitation of Liability

a. For any claim or cause of action arising under or related to this Contract:(a)to the extent not prohibited by the Constitution and the laws of the State of Kansas, none of the parties shall be liable to the other for punitive, special, incidental, or consequential damages, including, without limitation, loss of income, profits, or savings, even if it is advised of the possibility of such damages; and (b) except for payment amounts due to Supplier, the total amount of direct damages recoverable from a party shall be limited to the total amount paid or to be paid by the District for the Product purchased under this Contract giving rise to the claim or the total amount paid or to be paid by the District for Services performed under the relevant statement of work during the twelve-month period immediately preceding the event giving rise to such liability, whichever the case may be. If the Constitution and the laws of the State of Kansas prohibit the exclusion of any punitive, special, incidental, or consequential damages as set forth in this paragraph, then the Supplier's aggregate liability to the District for any and all punitive, special, incidental, or consequential damages, including, without limitation, loss of income, profits, or savings, even if it is advised of the possibility of such damages, shall be limited to the amounts described in item (b) of this Section.

## **BIDDER REQUIREMENTS**

1. The Bidder must be able to provide the computers and accessories defined in this RFP.
2. The Bidder must possess the expertise and resources to deliver the required equipment on time.
3. The Dell Chromebooks must be the Dell Chromebook model 3110 (latest version) with 4 GigaBytes of memory.
4. The Bidder must include pricing for the Google Chromebook Device Management Console license for each Chromebook.
5. The Bidder must include spare OEM power adapters and power cords.
6. The Bidder must include warranty terms and conditions.

## **SPECIFICATIONS**

1. General
  - a. The Bidder must request access to any District space before commencing work (i.e. delivery of equipment).
  - b. The Bidder shall be held responsible for and make payment on any damage caused from the delivery or related work.
2. Delivery Requirements
  - a. The Bidder shall take responsibility for proper ordering and delivery of all component parts, which includes components ordered from any third-party companies. Systems described in this document shall be delivered to the District installation location(s) on time. The equipment shall be delivered to its proper location(s) without any additional cost or expense to the District (beyond what is proposed in the shipping and handling price section), and the District shall not be deemed to have accepted any equipment until the date of acceptance.
  - b. The Bidder shall provide daily written status reports to the District, with the exact delivery date(s).



- c. Prior to ordering or delivery of any equipment, the Bidder shall obtain the District's written detail of equipment quantities, locations, and expected delivery date/time.
- d. If unforeseen matters delay the Bidder, that information must immediately be communicated to the District and appropriate extra time may be allowed. Shipping delays are the sole responsibility of the Bidder.
- e. Informing the District of all unexpected conditions and problems that may result in delay or expense. The Bidder must report issues immediately upon discovery and must provide the District with the option(s) for resolving them.

### 3. Acceptance

- a. Products found to be incomplete, or unsatisfactory quality, failing to meet the specifications in the RFP package, and/or unacceptable to the District shall be documented by the District and provided to the Bidder to rectify.
- b. Acceptance shall occur after all of the following conditions have been met.
  - i. All components have been delivered to the proper location(s).
  - ii. The equipment is in a fully operational state (i.e., no DOA equipment).
  - iii. All of the documentation requirements have been met.
  - iv. All Products received will be deemed accepted if not rejected and returned by the Client in accordance with the manufacturer's or publisher's return policy or 30 days after the date of invoice, whichever is sooner.
  - v. Completing and submitting all required submittals and documentation.

### 4. Equipment

- a. See the Pricing Section of this document for a detailed list of the product specifications.
  - i. The completed pricing form is required in the response.
- b. Delivery Locations and Quantities
  - i. All equipment is to be delivered to Eudora USD 491 District Office.
  - ii. **Liftgate delivery is required.**

## REFERENCES

REFERENCE 1	
Organization Name	
Mailing Address Line 1	
Mailing Address Line 2	
City	
State	
Zip Code	
Contact Person Name	
Contact Person Title	
Contact Person Phone Number	
Contact Person Email Address	

REFERENCE 2	
Organization Name	
Mailing Address Line 1	
Mailing Address Line 2	
City	
State	
Zip Code	
Contact Person Name	
Contact Person Title	
Contact Person Phone Number	
Contact Person Email Address	

**REFERENCES CONTINUED**

<b>REFERENCE 3</b>	
Organization Name	
Mailing Address Line 1	
Mailing Address Line 2	
City	
State	
Zip Code	
Contact Person Name	
Contact Person Title	
Contact Person Phone Number	
Contact Person Email Address	

## PRICING

Payment for equipment will be made after acceptance. All multi-year renewals shall be subject to annual appropriation by the Board of Education, pursuant to the Kansas Cash Basis Law.

The Bidder must provide complete pricing for the items listed below. The District has the option to accept or decline items marked as optional.

### 1. Equipment Pricing - Option A

Part No.	Description	Qty.	Price	Extended
	Dell Chromebook Model 3110 Education 11.6" HD non-touch, Chrome OS, Intel Celeron-N4500 Processor, 4GB, LPDDR4 RAM Memory, 32GB eMMC SSD or <i>(model of equal or better specification if available)</i>	275		
	Google Management Console License	275		
	OEM Spare Power Adapter and Power Cord	10		
	Shipping and Handling			
			TOTAL	

**SIGNATURES**

In compliance with this Request for Pricing, any addenda thereto, and subject to all terms, conditions, and provisions thereof, the undersigned offers and agrees, if the Bid is accepted, to furnish any or all of the items listed herein at the price and terms stated.

Authorized Person Signature	
Signature	Date

Authorized Person Contact Information (please print clearly)	
Name:	
Title:	
Phone Number:	
E-mail Address:	

## REVISIONS and Clarifications