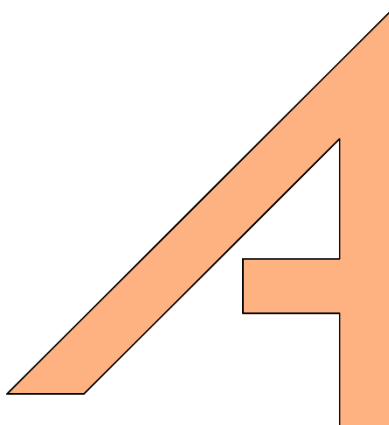


Ashland City Schools



ASHLAND BOARD OF EDUCATION

**REQUEST FOR PROPOSAL FOR
CHROMEBOOKS**

AS PER THE SPECIFICATIONS LISTED HEREIN

Proposal Due Date: Wednesday, June 22, 2022

**Proposal Due Time: 1:00 PM
Eastern Daylight Time**

LEGAL ADVERTISEMENT

LEGAL NOTICE

Sealed proposals shall be received by the Board of Education of the Ashland City School District, Ashland County, Ohio, at the Office of the Treasurer, 1407 Claremont Ave., Ashland, OH 44805, until 1:00 PM, local time, Wednesday, June 22, 2022, for Chromebooks.

Specifications may be obtained from the Technology Director at the address above. This notice is also posted on the Board's internet web site. It may be accessed by visiting www.ashlandcityschools.org and clicking "Chromebooks RFP".

Proposals shall be enclosed in an envelope, sealed, addressed to the Board of Education, Treasurer's Office, 1407 Claremont Ave., Ashland, OH 44805, and plainly marked on the outside CHROMEBOOKS RFP.

PUBLISH: June 7, 2022

By order of:

The Board of Education

Ashland City School District

Kyle Klingler, Treasurer

GENERAL CONDITIONS

1. Conditions of Agreement

The Conditions of Agreement consists of the following, and in the event of conflicting provisions, the importance is given below:

- General Conditions
- Instructions
- Specifications
- Proposal and Acceptance
- Responsibility of Vendors and Manufacturers

2. Definitions

- “Board” shall mean the Board of Education of the Ashland City School District, including the School District, Board Members individually, the Board as an entity, all employees (full and part-time) in the scope of employment, volunteers, student teachers, and students in specific work/study programs.
- “Proposer” shall mean any person, firm or company, proposing to supply said equipment under this RFP.
- “Vendor” shall mean any company or manufacturer who has been awarded a contract by the Board of Education of the Ashland City School District, Ashland County, Ashland, Ohio.

3. Equivalent Clause

Whenever in any of the Conditions of Agreement, an article, or material, is defined by describing a proprietary product, or by using the name of a manufacturer or contractor, the term “or other units considered to be equivalent,” if not inserted, shall be implied. The specific article, material mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer’s products of comparable quality, design and efficiency.

Note: The Board reserves the SOLE right to determine what is to be considered equal or better. Deviations from the specifications must be clearly noted in your proposal.

4. Invoicing

No charge, in addition to the proposed price, shall be made by the Vendor for any of the items. Vendor shall send ONE (1) invoice at the completion of the order.

5. Delays and Default

In case of default by the Vendor, the Board reserves the right to terminate the agreement and to purchase like items in the open market or secure the manufacture and delivery thereof by contract or otherwise, charging against the Vendor any excess cost occasioned the Board thereof.

6. Board's Right

The Board reserves the right to select proposal for services. The Board may award a contract based upon initial proposals received without further discussion of such proposals. Accordingly, each initial proposal should be submitted with the vendor's most favorable price and service capabilities. Further, the Board reserves the right to reject any, part of any, or all proposals and to waive any informalities or irregularities in the proposals if in the interest of the Board to do so and not in violation of any state statutes. **Price alone will not be the sole determining factor in the selection process.** All proposals should be valid for a period of at least 180 days from the proposal due date. Any exceptions to this request must be addressed by the vendor in their proposal. In case of tie proposals, the Board reserves the right to award the contract to any or either tie Proposer, as it deems appropriate.

7. Cuts, Drawings, Catalog References, Description

When cuts, drawings and catalog references or detailed descriptions are required to support the proposal, it is understood that whatever is submitted with the proposal shall represent what the Proposer actually is offering.

8. Finding For Recovery

House Bill 95 enacted a new provision of Law (ORC Section 9.24), effective January 1, 2004, that prohibits a state agency or political subdivision from awarding a contract for goods, services or construction, which is paid in whole or in part with state funds, to a person against whom a Finding For Recovery has been issued by the Auditor of State, if the Finding For Recovery is unresolved.

If your company, or one or more principal owners of the company, has an unresolved Finding for Recovery currently outstanding, your proposal will be declared null and void and will not be considered valid for this RFP.

Your signature on your proposal certifies your company does NOT have a Finding for Recovery issued by the Auditor of the State which is unresolved.

9. Executive Order 12549, Suspension and Debarment, 7 CFR Part 3017, Section 3017.510

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Under rules in effect prior to November 26, 2003, covered transactions included procurement contracts for goods or services equal to or in excess of \$100,000.00. A change in the nonprocurement suspension and debarment rule took effect on November 26, 2003. As of that date only those procurement contracts for goods and services awarded under a nonprocurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000.00 or meet certain other specified criteria are considered "covered transactions." §__.220 of the government-wide nonprocurement debarment and suspension common rule contains those additional limited circumstances. All nonprocurement transactions (i.e., subawards to sub recipients) are considered covered transactions.

Under rules in effect prior to November 26, 2003, contractors receiving individual awards for \$100,000.00 or more and all sub recipients must clarify that the organization and its principals are not suspended or debarred. Effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. The Board will accomplish this verification by checking the Excluded Parties List System (EPLS) maintained by the General Services Administration. The information contained in the EPLS is available in printed and electronic formats. The printed version is published monthly. Copies may be obtained by purchasing a yearly subscription from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or by calling the Government Printing Office Inquiry and Order Desk at (202) 783-3238. The electronic version can be accessed on the Internet (<http://epls.arnet.gov>).

Your signature on your proposal certifies your company is NOT suspended or debarred or otherwise excluded as defined above.

10. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

The Ohio Department of Public Safety, Division of Homeland Security, has a special requirement for all vendors receiving purchase orders in amounts greater than or equal to \$100,000.00 from the Ashland Board of Education.

A completed and signed **Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization** (form #HLS 0038 2/06) will be required BEFORE any contract can be awarded. This form will be provided to the winning proposer upon the awarding of a contract.

11. Proposers shall specify the projected delivery date as part of their proposal.
12. Failure to comply with all RFP specifications may cause the removal of the proposal from further consideration.
13. Proposers shall attach manufacturer's support information with the proposal, if appropriate.
14. Vendors shall complete all Vendor support information as required on the Proposal Submission Form.
15. Each proposal shall meet the requirements of the Ohio Revised Code 3313.46.
16. The vendor shall indemnify and hold harmless the Board, its officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the vendor, or (b) by any act, error or omission on the part of the vendor, its agents, employees, or subcontractors.

17. This document is mailed as a courtesy. The Board assumes no responsibility for failure to send it to all interested agencies or companies. Other interested proposers may pick up copies of these specifications by contacting the Business Office. Responses to these specifications, plus any additional information presented, will be used by the Board to select the successful vendor. The acceptance of any proposal shall be subject to the Board and the selected vendor entering into a signed, written agreement, mutually acceptable to both parties.

The Board will not be responsible for any oral instructions, nor should a proposal be based upon verbal information from any employee of the Board unless authorized by the Board in writing in advance.

18. Any agreement entered into because of this solicitation may not be assigned in whole or in part, without the expressed written consent of The Board.

19. PROPRIETARY INFORMATION

All proposals will be open for public inspection **at the conclusion of the evaluation period**. Any vendor wishing to view the documents may do so by contacting the Treasurer Office in advance. Trade secrets, test data, or other similar proprietary information, will remain confidential TO THE EXTENT PERMITTED BY OHIO LAW **provided such material is clearly marked as such**. Any portion of the proposal which can be considered a trade secret in the context defined by the Ohio revised code should be so marked. However, any proposal that indicates that the majority or entire contents are secret may be considered non-responsive and rejected.

20. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated for services; funds are not otherwise available to pay the annual payments; there is no other legal procedure by which payment can be made to "VENDOR" and the non-appropriation of funds did not result from any act or failure of "BOARD" to act, then "BOARD" shall immediately notify "VENDOR" of such occurrence in writing. This Agreement shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made without penalty, liability or expense to "BOARD" of any kind, except as to:

- The portions of the payments herein agreed upon for which funds have been appropriated.
- "BOARD'S" other obligations and liabilities under this Agreement relating to, accruing or rising with respect to the duration and any renewal terms prior to such termination.

RFP - INSTRUCTIONS

1. Those submitting a proposal shall familiarize themselves with all contract documents, including Legal Notice of Advertisement, General Conditions, Instructions, Specifications, Bond Requirements, and Proposal Submission Form, all of which are part of this document and all may be referred to at the Administrative Offices, 1407 Claremont Ave., Ashland, Ohio 44805, telephone 419-289-1117.
2. All Proposers shall familiarize themselves with the existing conditions in the material and labor markets, and the fact that a proposal which is submitted shall be construed by the Board to indicate that the Proposer agrees to provide equipment in full accordance with the specifications and other contract documents, notwithstanding existing conditions.
3. All proposals, to be considered, must be submitted on or before 1:00 PM local time (Ashland, OH) Wednesday, June 22, 2022 using the Proposal Submission Form. No late proposal will be accepted, REGARDLESS OF THE REASON. Proposals shall be endorsed with the names of the Proposers and enclosed in an opaque sealed envelope, clearly marked **CHROMEBOOK RFP**. They shall be addressed or delivered in person to the Office of the Treasurer, 1407 Claremont, Ashland, Ohio, 44805, prior to the 1:00 PM proposal opening on Wednesday, June 22, 2022.
4. The proposals shall be submitted and signed in longhand upon the "Proposal Submission Form" insert. Failure to comply with the instructions could be cause for disqualification from this RFP. Any change in the wording of the "Proposal Submission Form" could be cause for disqualification from this RFP. Proposals may not be withdrawn after the proposal opening.
5. Proposals, which are not signed by individuals making them, shall have attached thereto a Power of Attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
6. Proposals, which are signed for a partnership, shall be signed by all partners or by an attorney in fact. If signed by an attorney in fact, there shall be attached to the proposal a Power of Attorney evidencing authority to sign the proposal executed by the partners.
7. Proposals, which are signed for a corporation, shall have the correct corporate name thereof and the signature of the president or other authorized officers of the corporation manually written below the corporate name following the word "by _____".
8. If a Proposer contemplating submitting a proposal has any questions on any part of the specifications or documents, he/she should contact Philip McNaull (419-289-1117 or phmcaul@goarrows.org) at the Central Office, 1407 Claremont Ave., Ashland, Ohio 44805. If it is determined the answer would benefit all proposers, an addendum will be issued and every attempt possible will be made to communicate it to all known Proposers, but the Board will not be responsible should a proposer not receive this information. If a proposer is concerned about receiving any possible additional information, he/she should contact Philip McNaull at the previously stated number or email address prior to the scheduled opening.

The Board shall also not be responsible for any other explanation or interpretation of the proposed documents.

9. In interpreting the contract documents, words describing equipment and materials, which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with the well-known meaning recognized by the trade.
10. The Board is exempt from taxation under the Ohio Sales Tax and Use Tax Laws, and the Proposer shall not include such taxes in his/her proposals. However, the Proposer may not be exempt from such taxes and he/she shall, therefore, inform himself/herself concerning the laws of the State of Ohio governing the sales of equipment to the Board.
11. The Proposer's attention is called to the statutory requirements of the State of Ohio relative to the licensing of corporations organized under the laws of any other state.
12. The Board, by resolution may award a contract to the lowest responsive and responsible Proposer. For the Proposer to be considered responsive, the proposal must respond to all RFP specifications in all material respects and contain no irregularities or deviations from the RFP specifications, which would affect the amount of the proposal or otherwise provide a competitive advantage. For a Proposer to be deemed responsible, per ORC 4.312 and Board Policy 6320, the Board may consider and request evidence from the Proposer concerning:
 - a. The experience (type of product or service being purchased etc.) of the Proposer
 - b. Financial condition
 - c. The conduct and performance on previous contracts (with the district or other agencies)
 - d. The Proposer's facilities
 - e. Management skills
 - f. The ability to execute the contract properly
 - g. Delivery Schedule
13. The successful Vendor must submit the statement required by Section 5719.042 (delinquent personal property taxes) Ohio Revised Code, before a contract can be entered into between the Board and the successful Vendor. This statement is included as Exhibit A herein, and shall be considered a part of the contract between the parties.
14. The Ashland Board of Education reserves the right to reject any, part of any, or all proposals and to waive any informalities if in the interest of the Board to do so and not in violation of any state statutes.

SPECIFICATIONS

I. SCOPE

The Ashland Board of Education seeks proposals to provide technology equipment for Ashland City Schools.

CONTRACT REQUIREMENTS

A. Contract Period

This contract shall be between the Ashland Board of Education and the vendor awarded the contract. There shall be no third party involved in this contract.

B. Contract Modification / Termination

This contract may be terminated at any time, with reasonable notification, due to budget, non-appropriation of funds under R.C. 5705.412, other considerations or canceled due to provisions as found in Item D, Page 9.

C. Cost Factors

Vendors proposed prices will be listed on the Proposal Submission Form, in the format shown.

VENDOR RESPONSIBILITIES

A. The vendor shall complete all information required in the Vendor Support Information section.

B. Invoice Requirements

The vendor shall submit ONE (1) invoice to the Treasurer's Office. The invoice shall contain the total amount owed and the contract purchase order number.

C. Damages

The vendor shall be held responsible for and required to make good, at his/her own expense, all damages to persons or property caused by carelessness or neglect on the part of his/her employees.

D. Cancellation

In the event the vendor fails to perform or if in the judgment of the Business Manager, the vendor is not carrying out the provisions of the contract in its true intent and meaning, and in accordance with the terms of this contract and of the scope of work, written notice shall be served on the vendor to provide satisfactory compliance with the contract. If the vendor neglects or refuses to comply with such notice the Ashland Board of Education shall, by written notice, cancel the contract and the vendor may be held liable for any loss or expense sustained by the Ashland Board of Education as a result of vendor failure to comply with this contract.

E. Delivery

All equipment must be sent freight prepaid. **Any shipping charges should be included in the cost on your proposal.** All equipment should be delivered to the following address:

Ashland High School
1440 King Rd
Ashland OH 44805

F. Contact Information:

School District Name: Ashland City School District
Billing Address: 1407 Claremont Ave., PO Box 160, Ashland, Ohio 44805
Contact Name: Philip McNaull
Phone: 419-289-1117
Fax: 419-289-9534
Email: phmcnaul@goarrows.org

SPECIFICATIONS

1. **11 Inch Chromebooks (quantity 1250)**

Must meet or exceed the following specifications:

- 11.6" or 12" display, 1366x768 resolution, non-touch
- 4 GB RAM
- 32 GB eMMC storage
- Intel Celeron N4500 or equivalent processor
- Wi-Fi 6 (802.11ax)
- Integrated HD (720p) camera
- 42 watt-hour battery, or 10 hours battery life by standard Google power test
- (2) USB ports
- Abuse resistant keyboard
- Rubberized edges OR drop resistant to 70cm
- Supports charging via USB Type-C power cord
- Google Auto Update Expiration of June 2029 or later. Refer to <https://support.google.com/chrome/a/answer/6220366?hl=en>
- 1 year warranty
- Must be new, not refurbished.
- Suggested models: Acer C734-C0FD, HP 11 G9 EE 3V2Y2UT#ABA, Lenovo 100e Gen 3 82UY0000US

2. **13 or 14 Inch Chromebooks (quantity 275)**

Must meet or exceed the following specifications:

- 13" or 14" display, **1920x1080 resolution**, non-touch
- 4 GB RAM
- 32 GB eMMC storage
- Wi-Fi 5 (802.11ac)
- Integrated HD (720p) camera

- 42 watt-hour battery, or 10 hours battery life by standard Google power test
- (2) USB ports
- Supports charging via USB Type-C power cord
- Google Auto Update Expiration of June 2029 or later. Refer to <https://support.google.com/chrome/a/answer/6220366?hl=en>
- 1 year warranty
- Must be new, not refurbished.
- Suggested models: Acer CB314-3H-C41F, HP 657X5UT#ABA, Lenovo 14e 82M1000HUS

3. **Google Management Licenses (quantity 1525)**

Must meet the following specifications:

- Google Chrome Education Upgrade License
- Allows the Chromebook to be enrolled into the Device Management section of the Google Admin Console
- Perpetual license
- Our domain is goarrows.org

PROPOSAL SUBMISSION FORM

FOR CHROMEBOOKS

DUE WEDNESDAY, JUNE 22, 2022 BY 1:00 PM LOCAL (ASHLAND, OH) TIME

ASHLAND BOARD OF EDUCATION

I, or we, having carefully read the Legal Advertisement, the General Conditions, and the Specifications, do hereby agree to enter into a contract with said Board of Education of the Ashland City School District. I, or we, shall furnish equipment as per Proposal Specifications, for the prices shown.

Bid 1, Bid 2, and Bid 3 will be considered separately and may be awarded to different vendors. Bidders may submit bids for any or all of the three bids in any combination.

Bid #1: (1250) "11 Inch Chromebooks" Total Price including shipping\$ _____ Make and model: _____ Part Number: _____

Bid #2: (275) "13 or 14 Inch Chromebooks" Total Price including shipping\$ _____ Make and model: _____ Part Number: _____
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Bid #3: (1525) "Google Management Licenses"\$ _____
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Name of Vendor

Date

Vendor Address

Submitted By (Please Print)

City State Zip

Title

Telephone

Signature

Email

EXHIBIT A

NOTE: THIS COMPLETED FORM IS REQUIRED FROM THE WINNING PROPOSER ONLY, AS A PART OF THE CONTRACT; IT MAY BE SUBMITTED WITH YOUR PROPOSAL, BUT IT IS NOT MANDATORY UNTIL AN AWARD IS MADE.

Was the organization submitting this proposal, or any agent of the organization, or any other party acting on the organization's behalf charged at the time this bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Ashland County (OHIO) ? PLEASE CHECK ONE: _____

_____ **NO** (fill in your organization's name in the blank, sign & notarize at bottom) I, authorized person for _____, do hereby state and affirm that the above-named company, myself or any agents of the above-named company, or any other party acting on company's behalf were NOT charged at the time this bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Ashland County (Ohio).

_____ **YES** (fill in your organization's name in the blank, indicate amount of such due & unpaid delinquent taxes & any due & unpaid penalties / interest on the line below, sign & notarize at bottom; a copy of this statement will be mailed to the Ashland County Treasurer's Office).

COMPANY: _____ TOTAL AMOUNT: _____

Affiant Name(print)

Affiant (signature)

Sworn to and subscribed in my presence this _____ day of _____, 2022

Notary Public