



Business
Department
Administration Building
304 New York Ave
Oak Ridge, TN 37830
Phone (865) 425-9005
Fax (865) 425-9060

Request for Bid

Description of items/services requested:

The Oak Ridge Schools Board of Education is soliciting proposals for the following purchase of computing equipment for the Elementary Student Devices Project – RFP 19-005. Oak Ridge Schools is requesting pricing information for a quantity of 325 Lenovo laptops.

General Requirements:

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **Friday, February 8, 2019, 2:30 PM EST**. Every document must be enclosed in a sealed envelope clearly marked as a bid document. **Two full copies** of the proposal must be submitted, each with original signatures on both Bid Forms (included in this packet).

Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Facsimile or emailed responses will not be considered. Bid prices must be valid for no less than ninety (90) days from the date of the bid.

All documents shall be submitted to the following address:

Julie Truett, Purchasing Specialist
RE: Elementary Student Devices – RFP 19-005
School Administration Building
304 New York Avenue
Oak Ridge, TN 37830

Specifications for 325 Devices:

Lenovo 300E Windows based (Model-Type #: 81FY000TUS or better)

Lenovo 300E	Description
Processor	Intel® Celeron® N3060 Processor (1.60GHz 2MB)
Operating System	Windows 10 Pro
Display	11.6 HD (1366 x 768) IPS Touch with integrated camera
Camera	720p, HD camera with array mic
Graphics	Intel® HD Graphics
Memory	4GB LPDDR4
Storage	128GB SSD
Battery	Up to 8 hours
WiFi	802.11 AC (2x2) WiFi + Bluetooth® 4.0
Keyboard	Full-sized, water-resistant with touchpad & mechanically anchored keys

General Information:

Last Day for Questions: All questions regarding this bid must be submitted in writing to Julie Truett no later than 2:30 PM on Monday, February 4, 2019. You may also submit questions by e-mail to jatruett@ortn.edu.

Open Bid Intended: It is the intent and purpose of Oak Ridge Schools that this Invitation for Bid promote competitive pricing. It shall be the BIDDERS responsibility to advise Purchasing Department, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Purchasing Department not less than ten (10) days prior to the bid closing date.

Price Reductions: By submitting a bid in response to this solicitation, Contractors agree to guarantee that the ORS is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery ORS shall reserve the right to take any or all of the following actions:

- Cancel the Contract.
- Determine the amount which ORS was overcharged and submit a request for payment from the Contractor for that amount.
- Take the necessary steps to collect any performance surety provided on the

applicable contract.

- ORS will be responsible for the monitoring and collection of any forfeitures resulting in violations of price reductions.

Warranty and Guarantee:

Units to include a 4 year Lenovo Depot Warranty. Warranty coverage is solely through Lenovo, not a third party. Mfg. Part #: 5WS0N75564

Depot Warranty – Parts and labor repair coverage, where shipping (including packaging), or delivery to the repair center is paid for by Lenovo.

Purchasing Terms:

Oak Ridge Schools will order on the following schedule: Board of Education approval and funding availability.

Submission Requirements:

1. A detailed bid form, which includes quantity and unit cost must be included in the bid package.
2. **Two full copies of the proposal must be submitted**, with original Bid Forms included with each copy.
3. A detailed description of all warranties and support for equipment and software must be included.
4. Any license or renewal costs (if any) shall be included in notes on Bid Form. Specifically, anticipated annually recurring costs for maintenance, support, and software updates and upgrades, if any, must be listed.
5. The amount listed on the Bid Form should reflect the **total implementation costs** of this service as submitted.
6. All shipping costs to be included in the final price. Delivery packaging options are open for discussion with owner if options exist. Otherwise, the device should arrive packaged in normal OEM packaging.
7. Bidder will secure Lenovo's advanced deployment services for device preparation.
 - a. Asset tag matching what ORS has on file with Lenovo.

Bidding Procedures/Requirements

Award of Contract: Oak Ridge Schools further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Oak Ridge Schools may conduct such investigations as it deems necessary to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oak Ridge Schools. It is also understood that the "apparent low bidder" will be announced at the bid opening; however, the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Oak Ridge Schools does not enter into contracts that provide for mediation or arbitration. The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder (e.g., product line-item deletions or adjustments), and the right to disregard all non-conforming, non-responsive, or conditional bids.

Conflict of Interest: All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Tennessee, or any of its agencies (which includes Oak Ridge Schools). Further, all bidders must disclose the name of any state or Oak Ridge School employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches. Bidding by Oak Ridge School employees is prohibited.

Controlling Documents: Compliance with Oak Ridge Schools' purchase order will be subject to all terms and conditions which comprise Oak Ridge Schools' General and Special Bid Conditions, if any, unless an exception is taken by the bidder to which Oak Ridge Schools has concurred in writing.

Errors in Bids: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

Exceptions: If the bidder takes exception to anything in the specifications or terms

and conditions, the exception must be listed in bid. If necessary, you may supplement with an attachment. If no exceptions are taken, mark bid "No Exceptions Are Taken". If no comments or exceptions are furnished, it will be assumed that no exceptions are being taken.

Facsimile or Electronic transmissions: Electronic transmissions will not be accepted except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

Hold Harmless Agreement: Bidders shall be required to complete the attached Hold Harmless Agreement.

Laws and Regulations: The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Legal Issues: Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bid will be denied if these provisions are not included in the contract.

Legal Requirements: The successful bidder shall be responsible for compliance with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility for their bid.

Non-Collusion Affidavit: Bidder shall be required to complete the attached Non-Collusion Affidavit.

Purchase: No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval.

Taxes: Oak Ridge Schools is exempt from federal excise taxes and from state

sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request. Contractors are responsible for the payment of taxes on tangible personal property which they use in the completion of their contracts, for which sales taxes have not otherwise been paid, irrespective of who holds title to the property or for whom the work is done.

Tie Bids: If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

Title VI of the Civil Rights Act of 1964: All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance.” Oak Ridge Schools strives to protect individuals’ civil rights through active compliance with the requirements of Title VI.

Vendor Indemnify: Oak Ridge Schools will indemnify vendor to the extent Tennessee law allows.

Bid Form

Owner: Oak Ridge Schools Board of Education
Julie Truett, Purchasing Specialist
RE: Elementary Student Devices – RFP 19-005
School Administration Building
304 New York Ave
Oak Ridge, TN 37830

Project: Elementary Student Devices – RFP 19-005

Bid Opening: **Friday, February 8, 2018, 2:30 PM EST**
Business Services Conference Room

Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Main Bid: ***This price is to be for the complete package, materials, licenses, shipping, packaging, imaging asset tagging, and/or other costs to deliver as owner (ORS) specified.***

Bid Amount:

QTY 325 with 4 yr. warranty): _____ USD.

Company: _____

Signature: _____

Title: _____

Date: _____

Please attach detailed specifications.

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____

Name of Contractor

(hereinafter Contractor), and Oak Ridge Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Oak Ridge Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Oak Ridge Schools.

Name of Contractor: _____

By: _____

Title: _____

STATE OF TENNESSEE

County of Anderson

_____ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of

_____.

Signature

Witness by hand and Notaries seal at office this _____ day of _____,
year of _____.

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY DESIGN-BUILDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this _____ day

of _____, 2019.

Signature of Officer

Typed Name of Officer

Office

WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to Tennessee Code Annotated § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office*. When competitive bidding is required, Tennessee Code Annotated § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A. § 12-12-106*.

Signature

Date

Printed Name

Title

Name of Firm/Company

*https://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106._Iran_Divestment_Act-July.pdf