Technology Computing Devices RFP

October 25, 2018

NOTICE TO VENDORS

TORRINGTON BOARD OF EDUCATION

INVITATION TO SUBMIT PROPOSALS

Bid# 2018-002

The Torrington Board of Education hereby invites the submission of sealed Proposals for:

Technology Computing Devices for the 2018 - 2019 school year. The Proposals will be received at the offices of the Interim Business Manager, Rose Forzano, at the Torrington Board of Education, 355 Migeon Avenue, Torrington, Connecticut 06790 until 12:30 p.m., on Thursday, November 8, 2018, at which time they will be publicly opened and read aloud.

Specifications and other information may be obtained at the business office, 355 Migeon Avenue, Torrington, Connecticut, 06790 between 8:00 a.m. and 3:30 p.m. Monday through Friday.

Rose Forzano
Interim Business Manager
Torrington Board of Education
355 Migeon Avenue
Torrington, CT 06790

RFP Issue Date: Thursday, October 25, 2018, 12:30 p.m.

Proposal Due Date: Thursday, November 8, 2018 until 12:30 p.m.

Questions: In writing ***only,*** via e-mail at rforzano@torrington.org. No questions will be accepted after Thursday, November 1, 2018.

Section I: RFP Overview

A. RFP Details

RFP Number	2018-002
RFP Products	Chromebooks, Charging Carts, Desktops, Desktop Monitors
Torrington Contract Administrator	Rose Forzano, rforzano@torrington.org
Announcement URL	Torringtonpublicschools.org
Contract Term	N/A
Renewal Term	N/A

B. Schedule

October 25, 2018	**Request for Proposal is released**
November 8, 2018 until 12:30 p.m.	***Bid Submission Closing*** *All sealed bids are due to the Torrington Public Schools Business Office by this date and time to qualify for evaluation. There are no exceptions.*
November 8 - 14	**Bid Evaluation Period**
November 15	***Notification of Award*** *All Proposers will be notified of the status of their bid.*

Section II: Instructions To Proposers

1. **Simplicity.** The proposal should be prepared simply and economically, providing straightforward, concise descriptions of the vendor's ability to meet the requirements. Emphasis should be on the completeness and clarity of content in the format specified.

2. **Electronic Submission and Format**

The official proposal must be submitted electronically or 2 hard copies using the response form attached. The response must arrive either in a sealed package that must contain a USB Flash Drive (preferred) or via e-mail to the contract administrator, Rose Forzano, as referenced below. Torrington Public Schools (TPS) is not responsible for Proposals submitted in any manner, format or to any delivery point other than as specified. The media must contain:

A. A single PDF containing the Proposer's response sheet.
B. References - Submit three (3) examples of Connecticut School Districts that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation

3. **Proposal Submission.** Responses must be received by the closing date and time, which can be found in Section 1B of this document, and be delivered in a sealed package or email to:

Torrington Public Schools
Attn: Rose Forzano
355 Migeon Ave.
Torrington, CT 06790
rforzano@torrington.org

Section III: Scope of RFP & Specification

A. Customer Support

1. **References** - Submit three (3) examples of Connecticut School Districts that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation

2. **Personnel.** Responder should include documentation that indicates the number and type of sales, support personnel, or other resources that are employed to promote and service purchase orders and/or equipment for Torrington Public Schools.

3. **Additional Services.** Responder should describe value-added services or commitments. Examples of value-added services include marketing support, professional development, presentations, and white-glove service.

B. General Product Specifications

1. **Product Platforms and Technical Requirements.** Product specifications should include the following. Products do not have to be provided for each category listed:
    a. 300 Chromebooks for education use
    b. 80 Laptops – i5 Processor, 8 GB RAM
    c. 10 Lockable Chromebook carts that hold a minimum of 30 Chromebooks
    d. 42 Desktop Computers – i5 Processor, 8 GB RAM
    e. 42 Desktop Monitors – 23”

3. **Warranty.** For each product in which a Responder submits a pricing proposal, Responder must also provide a written statement, via the response sheet, outlining that category’s warranty including duration, and what is covered.

4. **Estimated Fulfillment Volume.** The volume estimated, for the term of any agreement awarded through this RFP process, is provided as a courtesy to Responders to corroborate proposed pricing. THIS IS NOT A GUARANTEE OF SALES.

Section IV: RFP Evaluation

The contract between Torrington Public Schools and the Responder shall be a combination of the specifications, terms and conditions of the proposal, Vendor’s response, written clarifications or changes, plus any special details that may be found in the Exhibits incorporated herein.

A. Phase 1 – Select Completed Proposals

1. **Complete Proposal.** The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. Vendors will be selected with price as the primary factor, but also based on:

    Quality of Response
    i. Responsive Proposal
    ii. References
    iii. Terms and Conditions
    iv. Warranty and Customer Support

    Only proposals found to be complete, responsive and pass all evaluative criteria in phase 1 will

be evaluated in phase 2.

2. **A Responsive Proposal:** Responsive Proposals will have correctly followed all instructions in Section II.

3. **References:** The ideal proposer will have positive references from three (3) other Connecticut-based school districts.

4. **Terms and Conditions.** Any Proposal that requests changes to this RFP's Terms and Conditions may constitute a fail designation for this phase. TPS reserves the right to conditionally pass a respondent on this section, but to negotiate and proposed changes to the terms and conditions during the negotiation phase.

5. **Clarification and Clarity**. TPS may request clarification from one or more Responders. Responses to clarifications must be made in writing. TPS will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

   TPS reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

B. Phase 2 – Evaluate Pricing

1. **Competitive Pricing.** TPS will compare pricing listed on the response sheet, and only the lowest priced proposals for a given manufacturer line will be considered in Phase 3.

C. Phase 3 – Contract Negotiations

1. Only those responses that are found to be responsive under Phases 1 and 2 will be considered in Phase 3.

2. **Intent to Award.** TPS will post an Intent to Award with those it wishes to either accept the proposal as-is or to enter into negotiation. TPS will enter into contract negotiations at the close of the protest period. TPS reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the TPS. TPS will make the final determination and award decision(s) for this RFP.

3. **Best and Final Offer.** TPS reserves the right to request Best & Final Offers or engage in simultaneous competitive negotiations with the finalists. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final Offer, and/or negotiations.

Section V: RFP Terms and Conditions

1. **Change by Written Addenda**. TPS may change this RFP by written addenda. Addenda and changes will be issued on the TPS website. At its discretion, TPS may extend the closing to allow proposers time to analyze and adjust to changes. TPS reserves the right to reject any and all responses, to modify these RFP specifications, or to waive informalities in the RFP.

2. **Multiple Awards.** TPS reserves the right to elect, in its sole discretion, to make multiple awards. The number of awards shall be based on the anticipated member need and service. This notice of multiple awards does not preclude TPS from awarding a single Contract.

3. **Modifications or Withdrawals.** A Responder may modify or withdraw its Proposal in writing only prior to Closing. Responders are responsible for ensuring that TPS receives its modification or withdrawal. Modification or withdrawals must be prepared and submitted on the Responder's letterhead, signed by an authorized representative of the Responder.

4. **Proposals are Irrevocable.** Proposals submitted by Responders shall be irrevocable for at least one hundred twenty (120) calendar days after the proposal opening date and time.

5. **Controlling Language.** The Responder hereby acknowledges and agrees that these RFP Terms and Conditions and the General Terms and Conditions control any contract awarded by this process unless the Responder expressly states on the Responder Signature Page or Exhibit 1 alternative terms or conditions the Responder wishes TPS to consider. Any such alternative to the terms or conditions shall constitute as a variance and, if significant, may subject the Proposal to rejection.

   All variances from the specifications shall be clearly noted on the proposal to allow for the evaluation of that variance. The lack of notation of a variance may constitute rejection of the proposal.

   Oral instructions or information concerning this or any TPS request for proposal process given out by employees of TPS to prospective Responder shall not bind TPS and shall not be relied upon.

6. **Late Proposals.** Any Proposal received after Closing is late. A Respondent's request for withdrawal or modification of a Proposal received after Closing is late. TPS will not consider late Proposals, withdrawals or modifications. TPS reserves the right to consider Proposals that have been delayed or mishandled by TPS.

7. **Receipt, Opening and Recording Proposals.** Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers will be disclosed to the public at the time of opening. The content of proposals will not be disclosed until all proposals have been evaluated, negotiations completed if required, and an Intent to Award has been published.

Section VI: Contract Terms and Conditions

A. General Terms and Conditions

1. **Contract Coordinator.** The Contract Administrator identified in Section A is to be the sole point of contact with regard to contractual matters, disputes, concerns or other issues arising from this Contract.

2. **Contract Period.** The term for the contract awarded pursuant to this solicitation will be for the length of time identified in Section 1A.

3. **Fulfillment Agents Allowed.** The Awarded Vendor may assign its fulfillment rights and obligations of this contract to one or more Fulfillment Agents. Awarded Vendor may propose adding or removing fulfillment agents throughout the lifetime of this agreement by submitting a revised Attachment C to Rose Forzano, Interim Business Manager. All changes must be approved by Interim Business Manager before taking effect.

B. Payment Terms and Options

1. **Payment Terms.** All purchase orders received by TPS or its members will be on Net 30 terms or greater.

2. **Invoice with shipment.** Awarded Vendor or its Fulfillment Agent may not submit an invoice for payment until the order is fulfilled either electronically or Freight on Board (FOB) Destination.

C. Delivery and Returns

1. **Freight on Board.** All deliveries shall be FOB Destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Vendor. Responsibility and liability for loss or damage shall remain with the Vendor as long as the Vendor designates the carrier, until delivery to the identified ship-to address, at which time responsibility shall pass to TPS except as to latent defects, fraud and Vendor's warranty obligations.

2. **Lift Gate Service.** If 'Lift Gate Service' requires an additional fee, Vendor shall note that in the bid response.

3. **Shipping costs.** All items must be bid FOB.

4. **Delivery.** Delivery of ordered product(s) should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by TPS.

5. **Risk of Loss.** Whenever a TPS employee does not accept product due to missing, damaged, defective, incorrect order the Vendor is responsible for the return shipping cost of a returned product. The Vendor shall bear all risk of loss or damage with respect to returned product due to missing, damaged, defective and incorrect order, except for loss or damage directly attributable to the negligence of TPS.

6. **Returns.** Product without defect and in original packaging may be returned with proper notification of selected Reseller by TPS or within sixty (60) days of receipt of shipment. For defective product, manufacturer's warranty has precedence.

7. **Restocking Fees.** No restocking fees are permitted on any returns, defective or otherwise.

~~8.~~ **Failure to Fulfill.** If a product is purchased by TPS from a valid price list and cannot be fulfilled for any reason by the Vendor or its designated Fulfillment Agents, an equivalent or better product will be substituted at no-additional cost to TPS.

   TPS reserves the right to reject any or all proposals, return unopened any proposal received after the specified closing time, or require a Proposer to furnish additional material which provides evidence that the items quoted meet all of the specifications published in this document.

Section VIII: Proposal Signature Page

The undersigned hereby agrees to the specifications, terms and conditions of this request for proposals.

The undersigned acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these specifications, terms and conditions if any contract is awarded through this RFP process.

Furthermore, the undersigned certifies conformance to applicable Federal and Connecticut laws concerning public contracts, and that this proposal is made without connection with any person, firm or corporation making a proposal for the same goods or services, and is in all respects fair and without collusion or fraud.

Company Information

Federal Tax Identifier	Legal Name of Firm or Corporation

I, the above signee, certify the pricing provided in this Response is the lowest available pricing from my firm to Torrington Public Schools.

Signature of Authorized Representative	Printed Name of Representative
Title of Representative	Date Signed

Legal Address

Street Address	Phone
City, State, Zip	Fax

Response Sheet

Proposer Name: _____

Company: _____

Address: _____

_____

Telephone Number: _____

Product	Price	Delivery Time	Warranty
300 – Chromebooks for educational use			
80- Laptops – i5 Processor, 8 GB RAM			
42- Desktop Computers – i5 Processor, 8 GB RAM			
42- Desktop Monitors – 23”			
10 Lockable Chromebook carts that hold a minimum 30 Chromebooks			

References

School District Name	Contact Person	Telephone/E-Mail	Product(s) Used

Personnel Statement

_____

_____

_____

_____

Additional Services

_____

_____

_____

_____

_____ _____

Signature of Authorized Representative Printed Name of Representative

_____ _____

Title of Representative Date Signed