



## **POUDRE SCHOOL DISTRICT R-1**

### **INVITATION FOR BID**

### **STUDENT LAPTOP DEVICES**

**IFB 22-680-005**

#### **BID SCHEDULE**

**IFB Posted to Bidnet**

**November 3, 2021**

**Supplier Questions Due**

**November 10, 2021 – 2 p.m. MST**

**IFB Closing Date**

**November 18, 2021 – 2 p.m. MST**

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## STUDENT LAPTOP DEVICES IFB 22-680-005

Poudre School District (the District) is requesting bids from professional and qualified suppliers to provide student laptop devices and accessories as specified in this Invitation for Bid (IFB).

The District shall provide copies of this IFB to suppliers through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered suppliers are required to submit their electronic bid responses.

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on November 10, 2021. Questions received after the deadline date and time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District’s response thereto, shall be provided in an addendum through BidNet.

*Note: Every question must be submitted individually. Multiple questions per entry will not be answered.*

The District will only accept and consider electronically submitted bids. Bids must be submitted and received in BidNet’s electronic solicitation portal by 2:00 p.m. MST on November 18, 2021. At that time, the submission portal will close, and no further submissions will be allowed, nor considered.

During the solicitation process and until an award has been announced, communication regarding this IFB will only be permitted with the Procurement Agent named below. Communication with a district employee other than the Procurement Agent named below may disqualify your bid from consideration.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on November 18, 2021. During the bid consideration period, the District may ask questions of and/or request additional information from suppliers who have submitted bids.

**Sales Prohibited/Conflict of Interest:** No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

**Collusive or sham bids:** Any bid deemed to be collusive, or a sham bid will be rejected and reported to authorities as such. Your authorized signature on the bid assures that such bid is genuine and is not a collusive or sham bid.

The District reserves the right to reject any and all bids and to waive any irregularities or informalities.

Sincerely,  
Karen Wailly  
Senior Procurement Agent

## 1.0 **BACKGROUND**

The District is a high-performing District, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 middle-high schools opening Fall 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

## **2.0 GENERAL TERMS AND CONDITIONS**

- 2.1 These General Terms and Conditions apply to all offers made to the District by a prospective supplier (Supplier) on behalf of District solicitations including, but not limited to, Invitations for Bid, Requests for Quotes (RFQ), Requests for Qualifications (RFQu) and Requests for Proposals (RFP).
- 2.2 A submission of a bid in response to this IFB is an offer from the Supplier to enter into an agreement with the District based upon the terms, conditions, scope of work and specifications contained in this IFB upon award.
- 2.3 Supplier must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.4 Supplier guarantees that it will provide only authentic OEM equipment. Third-party parts or components will not be accepted. The District will not accept shipments of any equipment that is shipped with invalid warranties, invalid software licenses, no support entitlement and/or incorrect product configurations that are found to be sourced from outside authorized channels.
- 2.5 Bids must meet or exceed specifications contained in the solicitation document.
- 2.6 The District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax-Exempt Number is: 98-03335.
- 2.7 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing bids in response to this solicitation.
- 2.8 All chemicals, equipment and materials proposed and/or used by Supplier in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.
- 2.9 The Supplier and its employees, representatives, and subcontractors agrees to abide by all applicable Federal, State and Local codes, laws, rules, and regulations. The awarded Supplier shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.10 Supplier, by affixing its signature to the bid, certifies that its bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. Supplier also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.11 Notwithstanding any other term or provision of this IFB, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds

for each fiscal year (July 1 - June 30) an agreement is in effect. In no event, shall the District's obligations in an agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

- 2.12 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this agreement has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the agreement cannot be performed as a result of such action, the agreement may be terminated.
- 2.13 Supplier shall provide any and all services covered by a District issued purchase order or agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Suppliers and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.14 Supplier agrees to provide the equipment covered in this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.15 Unless otherwise agreed in writing by the District, delivery of products shall be FOB destination with all transportation and handling charges paid by the awarded Supplier. The District's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier fails to deliver as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.16 Supplier shall indemnify and hold harmless the District, its elected officials, employees, and agents against any and all claims, damages, loss, liability, and court awards (including costs, expenses, and attorney fees) incurred as a result of any act or omission by Supplier, its employees, agents, subcontractors, or assignees arising out of or in connection with the IFB. In the event any goods sold or delivered as a result of this IFB are covered by any patent, copyright or trademark, or application therefor, Supplier shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any

claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.

- 2.17 Supplier shall not assign an agreement, as a result of this solicitation, or any of its rights, interests, or obligations without the prior written consent of the District. The consent may be withheld for any reason, or no reason as determined by the District in its sole discretion.
- 2.18 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in bid being considered non-responsive.
- 2.19 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Solicitation, the Special Conditions shall prevail.
- 2.20 The District shall issue written addenda if substantial changes, which impact the technical submission of bids, are required. Copies of such addenda will be distributed via the BidNet system. In the event of conflict with the original agreement documents, addenda shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.21 All information and supplemental documentation required in conjunction with this bid shall be furnished by the Supplier with its bid. If the Supplier fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.22 The accuracy of the bid is the sole responsibility of the Supplier. No changes in the bid shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.23 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.24 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.
- 2.25 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.26 Payment for the goods and/or services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's

judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Supplier at the Supplier's expense. The District may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.

2.27 The District may, at its sole and absolute discretion:

2.27.1 Reject any and all or parts of any or all bids submitted by prospective Suppliers;

2.27.2 Re-advertise this solicitation;

2.27.3 Postpone or cancel the bid process for this solicitation;

2.27.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this bid or in bids received in conjunction with this bid; and/or

2.27.5 Determine the criteria and process whereby bids are evaluated and awarded.

2.28 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.

2.29 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act (CORA), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

2.30 Certification Regarding a Worker Without Authorization

2.30.1 Supplier certifies, represents, warrants, and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into an agreement with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with a worker without authorization to provide



services under this Agreement. Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

2.30.2 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge and terminate the subcontractor within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the worker without authorization. Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

## 2.31 Miscellaneous

2.31.1 Governing Law. An agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.

2.31.2 Equal Opportunity. It is agreed that no otherwise qualified Supplier shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

2.31.3 Appeal of Award. The Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Purchasing

Manager within seventy-two (72) hours after the receipt of the notice of award.

2.31.4 In the event the awarded Supplier defaults on its agreement or the agreement is terminated for cause due to performance, the District reserves the right to re-procure the equipment from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted agreement. Under this arrangement, the District shall charge the awarded Supplier any differences between its price and the price to be paid to the next lowest Supplier, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.

2.31.5 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a bid or to procure an agreement for the services. The District reserves the right to accept or reject any or all bids received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the bid, or the entire bid as deemed in the best interest of the District.

2.31.6 Variances. For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the bid fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications.

2.31.7 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

## 2.32 Warranties

2.32.1 Notwithstanding prior acceptance of equipment by the District, the Supplier shall expressly warrant all delivered equipment provided, as properly functioning at the start of operations and compliant with the terms of the agreement and industry standards thereafter. The warranty period will begin at the time the equipment has been formally accepted in writing by the District.

2.32.2 During the warranty period, the Supplier shall be responsible and bear all costs to correct any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the agreement.

- 2.32.3 The Supplier will correct all defects and/or deficiencies associated with the agreement and replace incorrect or defective equipment within five (5) business days of written notification from the District to the Supplier. If, within five (5) business days after written notice by the District to the Supplier, the Supplier has not corrected all defects and/or deficiencies, the District may correct all defects and/or deficiencies at the Supplier's expense.
- 2.32.4 Supplier warrants that all equipment furnished under the agreement shall be merchantable and shall be safe and appropriate for the purpose for which equipment of like kind are normally used. If Supplier knows or has reason to know the particular purpose for which the District intends to use the equipment, Supplier warrants that such equipment shall be fit for that particular purpose. Supplier agrees to promptly replace or correct all defects and/or deficiencies in any equipment not conforming to the foregoing warranties, without expense to the District, provided the District elects to allow Supplier the opportunity to do so.
- 2.32.5 Defects and/or deficiencies properly noted in writing to the Supplier before expiration of the warranty period will be fully covered regardless of such expiration.
- 2.32.6 By acceptance of an agreement as a result of this IFB, in addition to the guarantees and warranties provided by law, Supplier expressly guarantees and warrants as follows:
- a. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local laws and regulations.
  - b. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

### **3.0 PROJECT SCOPE AND SPECIFICATIONS**

3.1 The District intends to award this solicitation on a line-by-line basis. Suppliers may bid one, multiple or all items.

	Est Qty	Item Description	Processor	RAM	SSD Size	Features	Warranty
3.1.1	0-500	ChromeOS 11" 2-in-1 Touch Laptop	Intel Pentium or Comparable	4GB	64GB	2x2 Wireless Card, World Facing Camera, 2 USB 3.0, HDMI Out, Webcam, 3.5mm combo, Speakers, Bluetooth	Minimum 47 months with accidental damage protection via OEM coverage

3.1.2	0-500	ChromeOS 13" Touch Laptop	Intel Pentium or Comparable	4GB	64GB	2x2 Wireless Card, World Facing Camera, 2 USB 3.0, HDMI Out, Webcam, 3.5mm combo, Speakers, Bluetooth	Minimum 47 months with accidental damage protection via OEM coverage
3.1.3	0-3500	Windows 11" 2-in-1 Touch Laptop	Intel Pentium or Comparable	8GB	128GB	2x2 Wireless Card, World Facing Camera, 2 USB 3.0, HDMI Out, Webcam, 3.5mm combo, Speakers, Bluetooth, Pencil (Graphite) Touch LCD	Minimum 47 months with accidental damage protection via OEM coverage
3.1.4	0-1500	Windows 13" NON-Touch Laptop	Intel i3 or Comparable	8GB	128GB	2x2 Wireless Card, 2 USB 3.0, HDMI Out, Webcam, 3.5mm combo, Speakers, Bluetooth	Minimum 47 months with accidental damage protection via OEM coverage
3.1.5	100-300	Windows 13" 2-in-1 Laptop	Intel i5 or Comparable	16GB	128GB	2x2 Wireless Card, World Facing Camera, 2 USB 3.0, HDMI Out, Webcam, 3.5mm combo, Speakers, Bluetooth	Minimum 47 months with accidental damage protection via OEM coverage
3.1.6	0-30	Windows 13" 2-in-1 Laptop Admin	Intel i7 or Comparable	16GB	128GB	2x2 Wireless Card, World Facing Camera, 2 USB 3.0, HDMI Out, Webcam, 3.5mm combo, Speakers, Bluetooth	Minimum 47 months with accidental damage protection via OEM coverage
3.1.7	0-30	CTE Laptop	Intel i7 or Comparable	16GB	256GB	2x2 Wireless Card, World Facing Camera, 2 USB 3.0, HDMI Out, Webcam, 3.5mm combo, Speakers, Bluetooth, Graphics requirements matching Adobe Premier graphic requirement standards	Minimum 47 months with accidental damage protection via OEM coverage

3.1.8	0-10	Windows Tablet Laptop	Intel i5 or Comparable	8GB	128SSD	2x2 Wireless Card, World Facing Camera, 2 USB 3.0, HDMI Out, Webcam, 3.5mm combo, Speakers, Bluetooth	Minimum 47 months with accidental damage protection via OEM coverage
3.1.9	200-500	USB-C Docking Station				Min 4 USB-A, 1 HDMI, 65W USB-C Charging Capabilities, USB-A backwards support, NIC, Min 2 Monitor support	
3.1.10	0-500	USB-C Hub Monitor				24"+ Monitor, Min 4 USB-A Ports, 1 HDMI or DP with audio support output (For DP out, submission of a DP to HDMI dongle with audio capabilities is needed and will be added to the cost of the monitor), NIC	
3.1.11	0-500	Wireless Keyboard, Mouse Combo					
3.1.12	0-500	Wired Keyboard, Mouse Combo					
3.1.13	0-1900	USB-A to Ethernet Dongle				Full imaging functionality with Microsoft SCCM and PXE boot on Windows laptops offered in 3.1.3-6,8.	

3.2 Supplier shall submit the following information with its bid response for each device.

3.2.1 Brand and model

3.2.2 Supplier part number

3.2.3 Technical details / build sheet

3.2.4 Tiered unit pricing

- 3.2.5 Current lead time
- 3.2.6 Warranty and ADP information
- 3.2.7 Pricing for additional power adapter
- 3.3 All pricing shall include shipping, handling, freight charges, and inside delivery.
- 3.4 Manufacturers shall either use the “direct distribution channel” to sell directly to the District or distribute its products through VARs. Any VAR or Partner that the manufacturer chooses to work with MUST have local sales and local support personnel within the State of Colorado.
- 3.5 Quantities listed are the District’s best estimate and do not obligate the District to order or accept more than its actual requirements as determined by actual needs and availability of appropriated funds. The District reserves the right to adjust the quantities ordered in conjunction with this IFB.
- 3.6 All equipment covered by this solicitation must meet both current and proposed future technical specifications for Statewide online assessments. Details are available from Colorado Department of Education (CDE) assessments website at:  
  

<http://www.cde.state.co.us/assessment/newassess-dtc>
- 3.7 Product changes must be submitted to and approved by the District’s Information Technology Department in writing prior to implementing any changes.
- 3.8 Delivery
  - 3.8.1 With Poudre School District Board of Education approval, the District anticipates beginning to issue purchase orders resulting from this IFB for desired devices no later than January 2022.
  - 3.8.2 Devices ordered by January 2022 must be delivered no later than June 30, 2022. All deliveries shall be delivered to the District’s Information Technology Center located at: 2413 LaPorte Ave., Fort Collins, CO 80521, unless otherwise indicated on the purchase order.
    - 3.8.2.1 The District reserves the right to negotiate compensation for missed delivery dates.
  - 3.8.3 For all deliveries, forty-eight (48) hour advanced delivery notification prior to delivery must be given to designated District point of contact. Notification must include day(s) of delivery as well as delivery window and approximate time to offload the delivery.

- 3.8.3.1 Deliveries shall be made Monday through Friday, 8 a.m. – 3 p.m. MST excluding holidays. Deliveries made outside of this window will not be accepted. Any costs associated with deliveries that are not accepted will be the sole responsibility of the Supplier.
- 3.8.4 Devices ordered in January 2022 and delivered prior to June 30, 2022 shall not have a warranty date start before June 30, 2022 and upon acceptance of the devices by the District. Devices ordered in January 2022 and delivered on or after June 30, 2022 shall have a warranty date starting upon acceptance of the devices by the District. Devices ordered after January 2022 shall have a warranty date starting upon acceptance of devices by the District.
- 3.8.5 Pricing and deliveries are to be FOB destination freight prepaid and shall require inside delivery unless otherwise specified in this solicitation. Title and risk of loss shall pass to the District upon inspection and written acceptance. Accordingly, the total unit cost of each item bid, shall include all handling, shipping, and freight charges.
- 3.8.6 If the Supplier experiences a back order of items from its Distributor or Manufacturer, the Supplier shall ensure that such back orders are filled within a reasonable period of time. The Supplier shall not invoice the District for back ordered items until items are delivered and accepted by an authorized District representative. The District shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another Supplier, and charge the original Supplier for any re-procurement costs.
- 3.8.7 The District shall not incur demurrage charges from the awarded Supplier who may choose to store product on an interim basis until delivery can take place. Any rental, storage, or demurrage charges are the responsibility of the awarded Supplier.
- 3.8.8 Supplier shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the District's authorized representative during delivery.
- 3.8.8.1 The packing slip or delivery ticket shall include, at a minimum, the purchase order number, date of order, total number of boxes contained in the order (e.g., Box 5 of 10), a complete listing of items being delivered and corresponding quantities, back-ordered quantities, and estimated delivery date of the backorders, if applicable and allowed.
- 3.8.8.2 Packing slip which includes the order number must be attached to the sides of the boxes contained on pallets, so they are easily accessible and are not hidden when boxes and/or pallets are stacked.SA

**4.0 EVALUATIONS AND AWARD**

4.1 Award shall be made to the most responsive and responsible Suppliers meeting the specifications and deemed to be in the best interest of the District.

4.1.1 Final evaluation may be based on, but not limited to price, delivery time, warranty, adherence to specifications, and previous experience with similar projects.

4.1.2 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

4.2 All changes in bid documents shall be through written addenda and shall be posted to BidNet.

4.2.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.

**5.0 BID PRICING**

5.1 Final purchase quantities will not be determined until January 2022, as a result, tiered pricing for the various devices is requested. The District anticipates ordering approximately 5,000 devices.

5.2 The District anticipates ordering additional devices beyond the initial January 2022 order. Devices ordered through October 2022 shall be supplied to the District at the same fixed pricing for the tier level of the District’s initial January 2022 order.

5.3 Supplier shall complete and submit the table below. Technical details / build sheet pages shall be submitted with bid form.

	Item Description	Model #	Processor	RAM	Qty	Tiered Unit Pricing
5.3.1	ChromeOS 11" 2-in-1 Touch Laptop				0-500	
5.3.2	ChromeOS 13" Touch Laptop				0-500	
5.3.3	Windows 11" 2-in-1 Touch Laptop				0-1,000	
					1,001-3,000	



5.3.4	Windows 13" NON- Touch Laptop				0-1,000	
					1,001- 1,500	
5.3.5	Windows 13" 2-in-1 Laptop				100-300	
5.3.6	Windows 13" 2-in-1 Laptop Admin				0-30	
5.3.7	CTE Laptop				0-30	
5.3.8	Windows Tablet Laptop				0-10	
5.3.9	USB-C Docking Station				200-500	
5.3.10	USB-C Hub Monitor				0-500	
5.3.11	Wireless Keyboard, Mouse Combo				0-500	
5.3.12	Wired Keyboard, Mouse Combo				0-500	
5.3.13	Additional power adapter for 3.1.1				0-100	
5.3.14	Additional power adapter for 3.1.2				0-100	

5.3.15	Additional power adapter for 3.1.3				0-100	
5.3.16	Additional power adapter for 3.1.4				0-100	
5.3.17	Additional power adapter for 3.1.5				0-100	
5.3.18	Additional power adapter for 3.1.6				0-100	
5.3.19	Additional power adapter for 3.1.7				0-100	
5.3.20	Additional power adapter for 3.1.8				0-100	

Company name: \_\_\_\_\_

**6.0 REFERENCES**

List three (3) Colorado K-12 public school references other than Poudre School District for which your company has provided devices of similar specifications. The District may contact these references during the evaluation process.

6.1 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

6.2 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

6.3 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

**7.0 BID CERTIFICATION FORM**

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on November 18, 2021.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company’s bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s bid is being offered independently of any other Supplier and in full compliance with the terms specified in this IFB.
- The company will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB closing.

Company Name \_\_\_\_\_

Signature of Agent \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

e-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact Person \_\_\_\_\_

(If different from Agent – include e-mail address and phone number)

**NOTE: Bids submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.**