

Sealed bids for Chrome Books to be purchased by Antonia Pantoja Charter School will be received until 11:30 (a.m.) on Monday, September 17,2018 at which time they will be publicly opened (and read).

Scope of Services

Purchases of New or Refurbished Chromebooks for

Antonia Pantoja Charter School

The following represents the scope and sequence of materials and services requested by Antonia Pantoja Charter School for new or refurbished chrome books for grades K-12. The term is from July 1, 2018 – June 30, 2019. The award must provide each of the stated services. Each bidder must respond with their price and testament to commitment for the comprehensive materials and services. The successful bidder will need to provide the following for each school:

Antonia Pantoja Charter School
100 Chromebooks
Product Description
C720P 2625 11.6 Standard Laptop, 4GB, SATA M.2.2280 16GB SSD, Chrome OS, Webcam, Touchscreen, Bluetooth
Warranty
Any additional cost

The successful vendor will provide costs based on a product and materials basis and represent their fees based on a unit cost per school. Vendor will provide wholesale pricing for most commonly new or refurbished components and their percentage markup at the time of bid. The successful vendor will be selected based on the unit price and best warrantee provided or a combination there of.

Bids will be received at: ASPIRA PA, 4322 N. 5th Street, Philadelphia, PA 19140, Attn: Luis Pena/ Director of IT.

- b. All bids shall be submitted in sealed envelopes marked in the lower left corner "SEALED BID FOR CHROMEBOOKS ". Faxed bids will not be considered.
- c. Bids must be typewritten or printed in ink and must be signed by the bidder on the enclosed proposal form. Unsigned bids will not be considered.
- d. Bidders shall complete the bid form by indicating the name of the manufacturer, the product name and/or number, and the unit price for each item bid. All products bid shall be "equal" or equivalent to the item specified.

Where materials are specified by name and/or brand and the bidder intends to furnish another item which is considered equal thereto, in every such instance the name and grade of the equivalent must be specified on the bid form in the appropriate space.

e. Bids shall show unit prices. Bids must be itemized and totaled on the sheets supplied by each vendor. Where the figures are irreconcilable, award will be made on the basis of unit price for the item. (Unit prices must be rounded to the nearest whole cent. No bid price shall contain more than two (2) decimal places.)

f. Bid figures shall include permit fees, inspection fees, and all charges including inside delivery (type of delivery is another option) to the destination(s) identified in these specifications. The schools will furnish tax exemption certificates where Federal Excise and State Sales Taxes would otherwise be collectible.

g. All deliveries shall be made as ordered. Bidders shall become acquainted with local conditions at the school(s) where delivery is required so that bids include all delivery costs. All deliveries must be shipped free from all transportation charges.

h. Changes or alterations in the bid are not permitted.

i. Bids will not be accepted on an "All or Nothing Basis."

J. Prices bid by successful bidders shall be held firm for ordering through September 18, 2018, Tuesday.

k. The bid quantities are estimates only. Purchase orders will be issued to the successful vendors for the actual quantities required. Therefore, the school reserves the right to increase quantities or to decrease quantities by not more than ten (10%) percent. Payments will be made promptly upon completion of delivery and within 30 days, subject to the conditions of these specifications.

l. Delivery is to be made to the location: Antonia Pantoja Charter School within 30 days (time period is optional) of the mailing of the purchase orders, unless otherwise agreed to in writing by both the supplier and the purchaser. A late delivery charge of \$___ per day will be applied, and deducted, from invoices, for all deliveries occurring after the 60-day period. All deliveries shall be inside deliveries (specify same type of delivery as in "f" above) and made between the hours of 8:00 a.m. and 2:30 p.m. Monday through Friday, excluding holidays, unless otherwise specified or agreed to by both parties.

Request for proposals shall be executed in the following manner.

INDIVIDUAL: Where the bidder is an individual, he/she shall sign the form personally.

PARTNERSHIP: Where the bidder is a partnership, the proposal shall be signed in the name of the partnership, followed by the signature of a partner.

CORPORATION: Where the bidder is a corporation, the proposal shall be executed in the name of the corporation, signed by the president or vice-president, and by the secretary or assistant secretary thereto, or if the proposal is submitted by an agent other than the above, he/she shall submit evidence of his/her authority certified by the secretary of the corporation under corporate seal.

Where the bidder is trading under the Fictitious Names Act, the proposal shall include the fictitious name and the names of the persons or corporations conducting said business.

Instructions for Non-Collusion Affidavit

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Ant bid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

1. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

2. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

3. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

4. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

5. The Antonia Pantoja Charter School reserves the right to reject any bid not accompanied by a completed and notarized Non-Collusion Affidavit in compliance with these instructions.

Special Terms and Conditions –

a. Invoices shall be sent directly to Bill.com. Separate invoices shall be prepared for each delivery. Invoices must be accompanied by a copy of a delivery ticket signed by an authorized representative of the school.

b. If discrepancies or doubts as to the true meaning of any part of the plans, specifications, or other contract documents are discovered, bidders shall at once submit to the school a written request for an interpretation thereof. The bidder submitting the request shall be responsible for its prompt delivery. A written response to any such request(s) concerning changes, clarifications or interpretations will be provided to all bidders.

c. The Advertisement for Bids, Information to Bidders, General Conditions of the Bid, Special Conditions, if any, the Specifications for the articles, supplies, equipment and materials or a description of the services desired, as well as the Proposal, Agreement, Bid Deposit, Bonds and Notification of Award, shall be collectively known and designated as the "Contract Documents" and together shall form the Contract if applicable.

d. The school may wish to reserve the right to waive any informalities, technicalities and irregularities or reject any and all bids or portions thereof. The school is referred to as the owner in this bid request.

e. No rights shall accrue to any bidder submitting a bid or proposal until such bid has been accepted, contract awarded, and purchase orders finally and completely executed in writing by duly authorized officers of the school.

f. In compliance with the Act of Assembly, the vendor further covenants, and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Worker's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or shall file with the school a certificate from the Department of Labor and Industry. Further, the supplier will comply with background check requirements, including 24 P.S. §1-111 (relating to criminal history of employees and prospective employees; conviction of certain offenses) of the Public School Code, as well as Act 151, Child Abuse History Clearance and Act 159 of 1984, the Pennsylvania Worker and Community Right to Know Act.

In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications, or to replace any which are rejected as stated in the preceding paragraph, the school is authorized and empowered to purchase articles in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by the school..

The bidder agrees, if awarded the contract, not to assign, transfer or sublet it, unless specific permission to do so is requested in writing by the bidder and permission granted in writing by the School Board.

Purchase Order Contracts

1. A purchase order is a legal document used by a school(s) to contract with vendors for materials, equipment, or services. Information found on most purchase orders includes: date of order, vendor, price, quantity, product description, shipping and billing information, delivery date(s), and payment terms.

2. Purchase orders are usually numbered, and can be electronic or multi-part, preprinted documents which set forth a school's terms and conditions. The number of parts is determined by the school's needs. An example of who receives a copy of the purchase order follows:

- a. The purchase order can be emailed, faxed or mailed to the vendor.
- b. A copy is sent to the accounting department and is used to check and issue payment for the invoice.
- c. A copy is sent to the receiving department that is expect to receive the shipment on a certain date. Receiving uses its copy to identify and check the incoming shipment.
- d. A copy is sent to the person or department that placed the order.
- e. A copy remains in the purchasing department and is often used for order follow-up and expediting.

Cancellation of Contracts

1. The cancellation of contracts is usually a sensitive, variable and intensely legal consideration. The following is intended as a brief guide of typical expectations only. Contact the School's legal counsel when involved at any point with the subject of contract cancellation.

2. Notice of your desire to cancel a contract should be made in writing.

a. Notice should be given in reasonable time.

1. Give specific reasons for wanting to cancel.

2. Be prepared for an offer to remedy based on your reasons.

3. Cancellation Clause versus a Termination Agreement - A termination agreement may be more practical, acceptable to the vendor, and easier to enforce than a cancellation clause sent with a contract or order. This is because both parties will have agreed upon, in advance, the reason or reasons that a contract may be cancelled.

**BIDDER FORM- PRICING FOR CHROMEBOOKS
ANTONIA PANTOJA CHARTER SCHOOL
2018-2019**

<u>Antonia Pantoja Charter School</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Warranty/Duration</u>
New			
Refurbished			
Total Cost Service			
Any Additional Cost		\$ _____	
Total Price		\$ _____	