



Manchester City Schools

Beverly Myers
Finance Director

REQUEST FOR PROPOSAL/BID

Date: April 10, 2019
Product/Service: Lease of Teacher Laptops
Bid Opening: 3:00 pm April 26, 2019, Manchester City Schools Board Room, 215 E. Fort St, Manchester, TN 37355

Notice is hereby given that the Manchester City Schools Finance Department requests proposals for the above product/service. A complete set of General Terms and Conditions, Bid Specifications, and Bid Forms are attached. Bidders are cautioned to read this document carefully. If you have any questions concerning this bid, please contact Mark Howell, Manchester City Schools, 931.728.2316 howellm1@k12mcs.net

ACCEPTANCE AGREEMENT

The undersigned agrees to comply with all provisions as stated in the Bid Specifications of the Finance Department, Manchester City Schools, if awarded the bid. I (We) hereby certify that if the contract is awarded to our firm that the Finance Director, Purchasing Agent, members of the City Legislative Body, or other officials, employees, or members of the Board of Education are not financially interested or have any personal beneficial interest either directly or indirectly in the purchase of supplies, materials, equipment or contractual services for the City, and we will not give or offer the Director or Purchasing Agent or assistant or employee any rebated, gift, or otherwise any money or other things of value whatsoever, or any promise, obligation, or contract for future reward or compensation.

(Please PRINT or TYPE)

COMPANY: _____

ADDRESS: _____

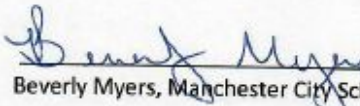
CITY/STATE/ZIP _____

PHONE: _____ FAX: _____

EMAIL: _____

REPRESENTATIVE SIGNATURE: _____

DATE: _____


Beverly Myers, Manchester City Schools Finance Director

Teacher Laptop RFP

Manchester City Schools

4/10/2019

GENERAL TERMS AND CONDITIONS

PRODUCT OR SERVICE: Lease of Laptops and Accessories

DEADLINE FOR RECEIVING BIDS: 3:00 p.m., April 26, 2019

1. **Bid Format: SEALED BID.** Bid forms must be completed in ink or typed, signed in ink, and free from alterations. FAXED BIDS will not be accepted. BIDS MUST BE CLEARLY MARKED ON OUTSIDE OF ENVELOPE WITH “**Lease of Laptops and Accessories**” AND OPENING DATE. Manchester City Schools is not responsible for the confidentiality of bids inadvertently opened during mailing or receipt thereof. Unsealed bids will not be accepted. *Any bid received after time and date indicated above will not be considered.*

2. **Bid Opening:** Unless otherwise stated, bids will be opened publicly and read aloud in the **Manchester City School’s Board Room, 215 E. Fort St, Manchester, TN 37355 on above stated deadline date.**

3. Prospective bidders who are authorized, licensed, and capable are requested to submit bids to provide these needed product(s) and/or service(s) for Manchester City Schools.

4. It shall be the responsibility of the bidder to submit a bid response that complies with the conditions and specifications of the Request for Proposal; Policies and Procedures of Manchester City , applicable laws of the State of Tennessee, and any other applicable laws, regulations, and requirements.

5. It is the intent of this Request for Proposal to secure competitive bid responses. The specifications herein are intended only to indicate the general character, style and quality of the item(s) desired. Bidders are encouraged to propose and offer equipment, supplies, or service either as specified herein, or equal to or better in character, style, and quality to items specified herein. Any exceptions to the specifications must be listed on a separate sheet entitled “Exceptions to Specifications.” *Bids taking complete or major exceptions will not be accepted.*

6. Bidders agree that other parts and services not specified but which might be needed by Manchester City Schools in fulfillment of the procurement transaction will be made available at prices equal to or less than the lowest price charged other non-profit or governmental organizations.

7. Manchester City Schools reserves the right to increase or decrease quantities to be purchased over the life of this agreement and to reject any or all bids or any part of any bid, to waive technicalities, or to accept other than the bid with the lowest cost meeting all specifications. *Manchester City Schools may accept any bid deemed in the best interest of the district, whether or not it is the low bid.*

8. Any bid submitted should be for the total cost to Manchester City Schools.

9. Payment will be made to the leasing agent no later than (30) days of the date vendor bill is received and signed by an authorized Manchester City Schools representative.

10. Evaluation and award of bids will be made to one or more bidder(s) who meet the requirements of the Finance and Technology Departments of Manchester City .

11. IMPORTANT! Bidder must use bid form(s) (if provided) included in this bid package, and bid must be signed by authorized representative of company/business placing bid at time bid is received by Manchester City Schools . If not, bid will be rejected at time of bid opening.

Manchester City does not discriminate on the basis of race, color, national origin, age or disability. All bidders, contractors, and sub-contractors shall comply with this non-discrimination statement.

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Manchester City School District of Manchester, Tennessee, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but no later than **3:00 p.m. on April 26, 2019** sealed proposals for the award of a contract for the following:

**Lease with NO Option to Purchase (FMV lease)
Of
Laptops
Proposal No. LPT-19001A**

Such proposals shall be received in the Purchasing Department at **Manchester City Schools, Manchester City Finance Department, 215 E. Fort St., Manchester, TN 37355**, and shall be opened at the stated time and place.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of the proposal, or to waive any irregularities or informalities in the proposals or in the Request for Proposal. The District also reserves the right to award this contract to one or more vendors, or to award items on an individual per line item basis to one or more vendors.

Manchester City School District

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**Manchester City School District
215 E. Fort St.
Manchester, TN 37355**

**NOTICE REQUESTING PROPOSALS FOR
LEASE WITH NO OPTION TO PURCHASE
OF
LAPTOPS AND RELATED EQUIPMENT
Proposal No. LPT-19001A**

The Manchester City School District (MCS) is accepting proposals for the lease with no option to purchase of specified computer systems (FMV lease with no bargain purchase option). MCS is asking for proposals for multiple different models of laptops and appropriate pricing including accessories. Contract award(s) shall be made to the best response, with price being the highest factor during proposal evaluations. The District reserves the right to award proposal items on an individual per line item basis to one or more proposers, whichever is in the best interest of the District. Any pricing provided directly by a manufacturer may be purchased through approved resellers through this proposal. Other evaluation criteria will be specified in the specifications portion of this RFP. Although our preferred brand is Dell or Lenovo, we will accept other equivalent manufacturer's solution.

SUBMITTAL OF PROPOSAL

Proposals will be delivered to the District's Purchasing Department located at: 215 E. Fort St, Manchester, TN 37355 by 3:00pm on April 26, 2019. If the proposal is mailed, it shall be the sole responsibility of the Proposer to verify that their proposal has been delivered to this office. Proposals received after the above-stated time and date shall not be eligible for consideration and shall be returned to the proposer, unopened. Proposals submitted by way of facsimile machine or email will not be accepted. The following documents shall be completed by the proposer and returned WITH THEIR PROPOSAL:

Proposal Pricing Form
Non-Collusion Affidavit
Drug-Free Workplace Certification

OPENING OF PROPOSALS

Proposals will be opened after 3:00 P.M. on April 26, 2019 located at: **Manchester City Schools Conference Room, 215 E. Fort St, Manchester, TN 37355.** All proposals should be mailed or hand delivered to this address.

PROPOSAL INFORMATION

Any request for information and/or questions regarding this proposal (during the open solicitation period) must be communicated **in written format only** (email) and directed to the following:

Mark Howell, Director of Technology
215 E. Fort St.
Manchester, TN 37355
931-728-2953
howellm1@k12mcs.net

Note: At no time prior to the District's notice of contract award, shall the Proposer contact any District representative or personnel working on behalf of the District for the purpose of gaining an unfair advantage or influencing the Proposal process. Any contact by a Proposer with a District representative or employee, except those as designated above, may be deemed as an inappropriate contact. Such contact could subject the Proposer to disqualification from the proposal award process.

Instructions to Proposers

1. **Scope of Contract.** The scope of the Contract is to lease laptops (no clones, white boxes, refurbished, reconditioned, opened boxes, or gray market systems), and/or accessories on an “as-requested (through issuance of purchase order) and/or “as-scheduled” (delivery as directed) basis for delivery to various schools and offices within the Manchester City School District as described in the specifications. Proposer shall provide all of the required products, delivery, warranty, set-up and other related services as required within this proposal document, on an “as-scheduled” and/or “as-requested” basis in accordance with all the terms, conditions and specifications specified herein. All computer systems provided under this proposal must be commercially and readily available for purchase.
2. **Proposals.** Proposals to receive consideration shall be made in accordance with the following instructions:
 - A. In addition to the Proposal, the Contractor shall also complete as a part of the proposal the following documents: Non-Collusion Affidavit and the Drug-Free Workplace Affidavit.
 - B. Proposals shall be delivered to District, on or before the day and hour set for the receipt of proposals, enclosed in a sealed envelope and bearing the title of the work and the name of the proposer. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.
 - C. Send 2 hard copies of your proposal as well as an electronic copy via DVD/CD/USB Flash Drive. Failure to provide this item will cause your proposal to be deemed non-responsive.
 - D. Provide pricing for items on the attached Pricing Worksheet (excel worksheet).
3. **Withdrawal of Proposal.** Any proposer may withdraw his/her proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of proposals. However, a proposer is prohibited from proposing again on the same work after withdrawing his/her proposal.
4. **Agreement.** The form of agreement for the Contract, which the successful proposer, as Vendor, will be required to execute is included in and form a part of this section and the Contract documents. If Vendor requires a different form, please provide the form with your proposal. The evaluation committee will evaluate the provided contract/agreement. Any substantial or unfavorable language may be cause for dismissal of proposal. Items listed in the Agreement form on page viii – xv are requested as part of any Agreement offered by Proposer.
5. **Addenda.** Any addenda or bulletins issued during the time of Proposal, or forming a part of the documents furnished to the proposer for the preparation of proposal, shall be covered in the proposal and shall be made a part of the contract. Failure to include all addenda with the proposal documents may be sufficient cause for rejecting the proposal.
6. **Opening of Proposals.** At the time and place set forth for the opening and reading of proposals, each and every proposal received prior to the scheduled closing time for receipt of proposals will be publicly opened and read. Proposers or their representatives and other interested persons may be present at the opening of proposals.
7. **Award or Rejection of Proposals.** The contract will be awarded at District’s sole discretion. District reserves the right to reject any or all proposals and/or waive any proposal informality. It is the intent of the District to award a Contract(s) either “individually”, “as a whole” or “in any combination”, whichever would be in the best interest of the District, to the best proposer(s) based on the proposal evaluation criteria. Award is contingent upon timely compliance with all proposal conditions and specifications which must be satisfied prior to award of the Contract. The district reserves the right to award proposal items on an

individual per line item basis to one or more proposers, whichever is in the best interest of the district. The successful proposer(s) will be notified in the event of an award.

8. **Taxes.** The Contract payments shall exclude all applicable taxes.
9. **Piggyback.** For the term of the Contract and any mutually agreed extension(s) pursuant to this request for proposal and subsequent contract, other school districts, community college districts, any public corporation or agency, including any county, city, town, or public corporation or agency within the State of Tennessee, may purchase item(s) at the same price and upon the same terms and conditions, at vendor's discretion, as per TCA 12-3-1203.
10. **Proposer's Past Performance.** A Proposer may be ruled "Non-Responsive"/"Non-Responsible" based upon Proposer's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.
11. **Proposer Qualifications.** In order to be considered for an award, the Proposer shall meet the following requirements:
 1. The Proposer shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a minimum period of three (3) consecutive years.
 2. The Proposer shall be required to provide the District with a "Statement of Support" from the manufacturer, verifying their support of product availability and/or warranty service in the fulfillment of this contract, with their proposal submittal.
12. **References:** Please provide a minimum of three (3) references for similar leasing agreements with other entities, such as K-12 schools and/or College/University.
13. **Evaluation Criteria:** This proposal is seeking the best option for the staff of the District. While lowest price will be the highest factor in evaluating proposals, other factors such as: Meets the Needs of District (ruggedness and durability, battery life, warranty offered), vendor reputation, and references for services offered (minimum of three (3)). Following is the point criteria used to evaluate proposals:
 - Price: 40 points (lowest price will receive 40, others will be calculated based on percentage of Lowest/Proposal Price)
 - Meets the needs of District will be 25 points
 - Vendor Reputation will be 20 points
 - References will be 15 points
 - Total of 100 points

PROPOSAL SCHEDULE

Laptops and Related Equipment

In the proposal schedule section, propose the quantity of one unit of the specified computer systems based on estimated figures noted. When filling in the Proposal Schedule's information/unit costs, the Proposer should **either type or print legibly in black ink**. If the information/unit cost is illegible, that item may not be considered for an award. **THE PROPOSAL FORM DOCUMENT IS A REQUIRED DOCUMENT TO BE COMPLETED BY THE PROPOSER AND RETURNED WITH THEIR PROPOSAL.** Any proposal failing to contain this Proposal Form Document will be considered non-responsive.

The District anticipates ordering approximately 150 staff devices. This proposal may be renewed annually for up to 3 additional years upon mutual agreement of the District and Vendor. If a particular model is discontinued, the District may negotiate a replacement/equivalent model if necessary. The unit leasing rate must remain the same throughout the proposal term, even if additional laptops are added in future years. All laptop types may be awarded for future use. There will be no minimum quantity of any particular item to purchase/lease and the District will not be obligated to purchase any product as a result of this proposal. Other school districts may use this proposal to purchase/lease laptops at vendor's discretion as per TCA 12-3-1203.

Payment:

District will make payments annually to approved leasing company. It is anticipated that payments to the leasing company will not occur before July 1 of each fiscal year and after budget appropriations have been approved. If the governing bodies delay budget appropriations for any reason, the District will work with the leasing company to delay payment until budgets have been approved for the current funding year. Payment to the awarded vendor will be per terms agreed between leasing company and awarded vendor and will not be affected by payments made by District.

District may negotiate other options, such as larger capacity hard drives, increased memory, and other warranty options, after the award of contract.

*See Specifications Section for further details/technical specifications.

NOTE: These are estimates only. The annual estimated figures listed here in are strictly provided for informational purposes only, and does not imply or guarantee the District will purchase equipment at these cited numbers or in any amount.

NOTE: This is a Requirements Contract and as such, the District will purchase needed equipment which meets the stated specifications, on an “as-needed” basis, provided funds are available. The Estimated Annual Expenditure figures listed herein are strictly provided for informational purposes only, and does not imply or guarantee that the District will purchase equipment at these cited amounts, or at any amount. The District may purchase none, some, or up to the volume cited, at the discretion of the District, based on availability of funds. Additionally, the District may have one or more additional contracts to procure the same types of systems/equipment/service.

NOTE: Disposal services for existing equipment should not be included in the computer pricing.

CONFLICT OF INTEREST

By its signature hereunder, Proposer certifies that no District employee whose position in the District’s service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request of quotation. If such conflict exists, the Proposer will notify the District in writing.

TO THE BOARD OF EDUCATION OF Manchester City School District:

The undersigned has read the proposal and purposes and agrees to enter into a Contract for furnishing to the Manchester City School District, Manchester, TN, hereinafter called the District, the required supplies, equipment and/or services at the stated rates; subject to all of the Terms and Conditions of the Notice Inviting Proposals, Contract Documents, Specifications, Instructions set forth and all Amendments thereto.

The Proposer shall specify the name and nature of their legal entity. The Proposal shall be signed under the correct firm name by an officer/employee authorized to obligate the Proposer/Vendor. By its signature hereunder, Proposer certifies, under penalty of perjury, that all information contained herein is true and correct.

CHECK ONE

Sole Ownership: _____

Partnership: _____

Corporation: _____

Other: _____

*Name of Firm

***Enclose a business card with proposal here.**

By: (Signature) Proposal not acceptable unless signed by an authorized signature. Original signature only! (Rubber stamp or typed signature not acceptable)

By:

Title:

Address:

City, State & Zip Code:

Telephone:

Fax number:

E-Mail Address:

Dated:

NON-COLLUSION AFFIDAVIT

(To be executed by Proposer and submitted with proposal)

State of _____

County of _____

I, _____, being first duly sworn, deposes and says that he is _____ of _____ the party making the attached proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from Proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

Executed this _____ day of _____, 2019 at _____, (County, State)

Signature of Proposer _____

Print Name and Title _____

Subscribed and sworn to before me this ____ day of _____, 2019

Notary Public In and for said County and State

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

I, _____, being duly sworn, depose, and say that:

1) I am a principal officer of _____, the firm that has submitted the attached or enclosed proposal, my title being _____ of the firm; and

2) I have personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and

3) I certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tennessee Code Annotated §§ 50-9-113 have been met and implemented.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, _____.

Title

My Commission expires: _____

Complete and return with response package

AGREEMENT BY AND BETWEEN THE

Manchester City SCHOOL DISTRICT AND [VENDOR]_____

This Agreement is entered into this ___ day of _____, 2019, by and between the Manchester City School District ("District"), a public school district organized and operating pursuant to Tennessee law, and **[VENDOR]**_____ ("Vendor"), a **[TYPE OF COMPANY, CORPORATION, LLP, ETC.]**_____.

1. AGREEMENT.

Vendor hereby sells or leases with either no option to purchase or option to purchase to District and District hereby procures from Vendor all the computer equipment described in Proposal Schedule ("Property") incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the proposal documents and related certifications. This Agreement together with the Proposal Schedule and the related proposal and certification documents shall be defined as the Agreement. The scope of the contract is to _____ **(lease with no option to purchase)**(no clones, white boxes, refurbished, reconditioned, opened boxes, or gray market systems) on an "as-requested" (through issuance of purchase order) and/or "as-scheduled" (delivery as directed) basis for delivery to various schools and offices within the Manchester City School District.

2. TERM.

LEASE Term:

Pursuant to the terms of this agreement, the District will exercise an option to lease with no purchase (FMV no bargain purchase option). After the initial contract period of twelve (36) months, the contract is subject to two (2) additional twelve (12) month extensions, for a maximum of five (5) years total. Extensions are contingent upon performance and written mutual consent of the District and the Contractor.

LEASE WITH NO OPTION TO PURCHASE:

The term of the Lease shall be for either 36 or 48 months from the last date of execution of this agreement. The District will surrender equipment at the end of the term with same or equivalent equipment (equipment may have different model-serial #'s due to failure/replacement).

PREFERENTIAL PRICING:

The District shall be given the benefit of any lower prices which may, **for comparable quantity and delivery**, be given by the Contractor to any other School District, State, County, Municipal or Local Government Agency for the products listed herein. This Preferential Pricing includes promotions offered by the Manufacturer/Contractor.

3. PAYMENT.

LEASE WITH and WITHOUT BARGAIN OPTION PURCHASE:

District shall make payment to Vendor for the Property in the amounts set forth in the Proposal Schedule for those items purchased from the Vendor. Such payments shall be due annually at the beginning of the fiscal year

commencing with the date of acceptance of the Property. Lessor and District intend that the obligation of District to pay Lease Payments hereunder shall not in any way be construed to be a debt of District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of District.

4. NEW PRODUCT.

All items delivered/provided to the District shall be new product. The Vendor shall guarantee that all products provided to the District shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. A new product is defined as a product that is made up of unused, genuine, original parts. The District recognizes that some manufacturer's use a combination of new and reconditioned parts which have exactly the same guarantee of "new" parts.

5. MAINTENANCE OF PROPERTY.

- 5.1 The District must have capability of repairing equipment on site using District Staff (self-maintainer program).
- 5.2 This provision shall be strictly adhered to by the Vendor for the full 2, 3 or 4 year extended warranty period of the equipment.

6. TECHNICAL SUPPORT.

- 6.1 The Vendor shall provide technical support either themselves or through a third party. In either instance, all support must meet the criteria stated in the agreement. It is preferred that repairs are completed inside the state of Tennessee when feasible to reduce transportation time (depot and ADP warranties).
- 6.2 Voice-mail, clerical staff, message taking services or other non-technically qualified personnel are not acceptable means of providing technical support to the District.

7. AVAILABILITY OF MATERIALS.

District may purchase, from any source, essential material for the repair/support of classroom or administrative activities, when the Vendor does not have the necessary materials immediately available.

8. PACKAGING AND IDENTIFICATION.

- 8.1 **Packaging:** Items shall be shipped in original equipment manufacturer's shipping cartons, adequate to protect computer equipment from damage during transit and/or return if necessary.
- 8.2 **Packing Slip:** Shall have the District purchase order number, contents, quantity, and description (detailed system configuration, serial number, warranty expiration date, Vendor's name, etc.)
- 8.3 **If Not properly packaged or identified,** deliveries may be rejected, and all cost (return and re-delivery) shall be at the Vendor's expense.

9. DELIVERY REQUIREMENTS AND LOCATIONS.

- 9.1 All items/services in this contract (equipment/services inclusive) ordered, shall be delivered directly to the specific District location as specified by the District by issuance of individual purchase orders. Delivery shall be F.O.B. Destination (inside plant), inside a District building as directed by individual school/office personnel. The District may pay reasonable charges (as quoted) when special circumstance requests are made for (i.e.) air freight, etc., to expedite a delivery, by exception only and upon mutual written agreement by the District and the Vendor.
- 9.2 The items/services specified in this contract will be ordered by issuance of individual purchase order(s) throughout the life of this agreement. The Vendor shall not deliver any product to any District location without the prior issuance of an official "District Purchase Order."
- 9.3 Some purchase orders may include a "delivery as requested" provision to allow the scheduling and arrival of the items to match scheduled installation dates for large orders. Delivery, special instructions, invoicing, delivery date, etc., should be adhered to as instructed in each individual purchase order.

10. SUBSTITUTIONS.

Only the manufacturer's brand listed in the Proposal Schedule Section will be accepted during the contract period, under this Agreement. The Vendor shall notify the District if the listed brand can no longer be provided. The Vendor shall not substitute any product without prior written authorization from the District's authorized representative. If during the course of the contract there is a manufacturer's brand change, the Vendor representative shall not automatically substitute product. Vendor shall submit specifications, brochures and/or a sample shall be submitted upon request, for approval prior to any future shipment. If the new brand is accepted all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by the District.

11. PERMITS AND LICENSES.

All work shall comply with the needs of the District and the Vendor and all of their operators shall secure and maintain in force such licenses as are required by city, county, and state laws, ordinances, and regulations for this type of work. All operations and materials shall be in accordance with the laws prescribed for this purpose.

12. INSURANCE REQUIREMENTS.

The Vendor shall secure and maintain, as a minimum, insurance as set forth below with an insurance company acceptable to the District, to protect the Vendor from claims which may arise from operations under the contract, whether such operations are by the Vendor or anyone directly or indirectly employed by them. Within ten (10) days of notification of contract award, Vendor shall furnish a certificate of such insurance, signed by an authorized representative of the insurance carrier, which shall include a minimum thirty (30) day cancellation clause. Failure to maintain the proper insurance throughout the contract period or furnish the required certificate may be considered a breach of the contract by the Vendor and the District may terminate the contract and the Vendor shall be put in default.

- 12.1 **Workers Compensation Insurance** in accordance with provisions of the Tennessee Labor Code, adequate to protect the Vendor from operations under the contract, whether such operations are by the Vendor or anyone directly or indirectly employed by them.
- 12.2 **Comprehensive Bodily Injury and Property Damage Liability Insurance** for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence. The policy so secured and maintained shall include coverage for Contractual or Assumed. Liability, Vendors Protective (Contingency) Liability, Products Liability or Completed Operations, and Owned, Hired, and Non-owned Automobiles Insurance; and to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed

excess and the Vendor's insurance primary despite any conflicting provisions in the Vendor's policy to the contrary.

The Vendor shall be responsible and liable for all damage to the property of the District which is caused by the Vendor, Sub-Vendors, or employees thereof, during the execution of this Contract and shall, at their own expense, repair and/or replace all damaged property to its original condition.

13. REJECTION OF MERCHANDISE.

All products or services purchased/leased under the Agreement are subject to approval by the District. Any product rejected because of nonconformity to the terms and specifications of this contract/individual purchase order will be returned to the Vendor. The Vendor shall assume all shipping costs for returned merchandise and/or reshipped merchandise when provided.

14. WARRANTY.

- 14.1 Manufacturer or their agent shall maintain a guarantee that all items delivered under this contract are protected against imperfections of materials and/or workmanship (Manufacturer's Standard) during the period of the contract.
- 14.2 Notebook/laptop computer systems shall have access to an extended warranty coverage (Accidental Damage, Depot or parts only, and self-maintained) for the term of the lease. All costs associated in providing this warranty shall be included in the payment amount, as indicated in the Proposal Schedule Section.

15. INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless the District, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

16. ASSIGNMENT.

District and Vendor may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein without the prior written consent of the other party which may be withheld in its sole discretion.

17. CANCELLATION PROVISION.

The Vendor agrees to provide the items and/or services called for at the terms and conditions for the full Agreement period of up to sixty (60) months.

17.1 Termination for Convenience

- 17.1.1 The District may, by written notice to the Vendor, terminate this Agreement in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Vendor shall:
 - (a) immediately discontinue all services affected (unless the notice directs otherwise) and,
 - (b) deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Vendor in the performance of this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt of the Vendor of such notice.

- 17.1.2 If the termination is for the convenience of the District, Vendor shall submit a final invoice within sixty (60) days of termination and upon approval by the District, the District shall pay the Vendor the sums earned for the Products/Services actually provided/performed prior to the effective date of termination and other costs reasonably incurred by the Vendor to implement the termination (if any).
- 17.1.3 The Vendor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Vendor in accordance with this Article shall constitute the Vendor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.
- 19.1.4 District agrees that leased equipment (if option to lease with option to purchase is exercised) will not be returned prior to the end of lease in exchange for new equipment unless agreed upon by both parties.

17.2 Termination for Default

- 17.2.1 The District may, by written notice to the Vendor, terminate this Agreement in whole or in part at any time because of failure of the Vendor to fulfill its contractual obligations. Upon receipt of such notice, the Vendor shall:
 - (a) immediately discontinue all delivery/services affected (unless the notice directs otherwise), and
 - (b) deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Vendor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt of the Vendor of such notice.
- 17.2.2 If the termination is due to the failure of the Vendor to fulfill its contractual obligations, the District may take over the services, and complete the services by Agreement or otherwise. In such case, the Vendor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from the failure of the Vendor to fulfill its obligations, will be charged to the Vendor and will be deducted by the District out of such payments as maybe due or may at any time thereafter become due to the District. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Vendor, then the Vendor shall promptly pay the amount of such excess to the District upon notice of the excess so due.
- 17.2.3 If, after the notice of termination for failure to fulfill Agreement Obligations, it is determined that the Vendor has not so failed, the termination shall be deemed to have been affected for the convenience of the District. In such event, adjustment shall be made as provided in the Article, Termination for Convenience.
- 17.2.4 The Vendor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Vendor in accordance with this article shall constitute the Vendor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.
- 17.2.5 Upon termination notification, the District has the right to order at the price, terms, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and require delivery service as specified. Purchase orders issued against the

Agreement may specify delivery dates beyond the effective date of the cancellation of this agreement, not exceeding sixty (60) days.

18. NOTICES.

All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Vendor or District at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

19. AMENDMENTS AND WAIVERS.

This Agreement and the proposal documents and certifications executed by Vendor and District constitute the entire agreement between Vendor and District with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

20. CONSTRUCTION.

This Agreement shall be governed by and construed in accordance with the laws of the Tennessee. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Vendor and District and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

21. REPRESENTATIONS AND WARRANTIES OF DISTRICT.

If a leasing option is exercised, District hereby represents and warrants to Vendor that (a) District has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Vendor is attached hereto) to execute and deliver this Agreement and to carry out its obligations hereunder. (b) All legal requirements have been met and procedures have been followed, including public Proposal, in order to ensure the enforceability of this Agreement. (c) District has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (d) The District shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement.

22. NON APPROPRIATION.

If leasing option is exercised, if sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and District shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, District shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Vendor. If District fails to deliver possession of the Property to Vendor, the termination shall nevertheless be effective but District shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the District fails to deliver possession as required. District shall notify Vendor in writing within seven (7) days after the failure of the District to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to District.

IN WITNESS WHEREOF, Vendor and District have caused this Agreement to be executed in their names by their duly authorized representatives.

| DISTRICT | VENDOR |
|---------------------------------|------------------|
| Manchester City School District | <u>[VENDOR]</u> |
| By | By: |
| <u>[TITLE]</u> | <u>[TITLE]</u> |
| <u>[ADDRESS]</u> | <u>[ADDRESS]</u> |

COMPUTER SYSTEM TECHNICAL SPECIFICATIONS

NOTE: All Windows based systems indicated below must have the ability to obtain information from BIOS< SMBIOS, WMI (Windows Management Instrumentation), and /or SNMP, during a network and desktop scans. It is the Districts intent that all Windows computers will qualify for Shape the Future pricing for Windows 10 Professional, and the District will provide certification if required. Below are the general specifications for each line item in the attached Pricing Worksheet. For optional pricing/upgrades, use item 4 and add items as necessary.

ALL SYSTEMS PROPOSAL MUST MEET THE FOLLOWING REQUIREMENTS, AT A MINIMUM:

| | |
|----------------------|---|
| <u>Item 1</u> | <u>Lenovo Thinkpad E590 (or equivalent) Dell 3490, 3590</u> |
| | CPU: Core i5 8th Generation Intel Processor Data Storage/Drives: 192 or 256 Gb SSD HDD Memory: 8 GB RAM 2400MHz DDR4 or better Sound: Sound with Earphone/Microphone ports External Ports: USB 3.0 (3),Multi-Card Reader HDMI, VGA, Audio In and Audio Out Networking: Wireless B/G/N/AC Video: Intel HD Graphics Display: 14"-15.6" screens Warranty: 1 year up to 4 years, accordingly Parts/Labor, ("depot" and/or self-service repair) |
| <u>Item 2</u> | ThinkPad USB-C Docking station (or equivalent) Dock must include at least Gig Ethernet (RJ45), HDMI, at least 3-USB ports, and Charge laptop. |
| <u>Item 3</u> | <u>Laptop/PC/Windows Lease/Subscription Interest rates</u> Please provide your interest rates for each of the following time periods, 36 month and 48 month lease for Windows Laptops only. Please list FMV at end of lease |
| <u>Item 4</u> | <u>Optional Services</u> Please provide any options upgrades, services such as Computrace, or other related services that may benefit the District in the use of the above listed items. This should not be a catalog bid of all items you sell, but a product or service directly related to the items above. These services will not be part of the overall cost proposal but may, at the District's discretion, be incorporated into the final contract. |