

**CHAMPAIGN COMMUNITY SCHOOL DISTRICT #4
Champaign, Illinois**

iPAD 2'S

RFP SPECIFICATIONS

I. INTRODUCTION

Background

The Champaign Community Unit School District No. 4, Champaign County, Illinois (hereinafter referred to as "DISTRICT"), a public school district, is interested in procuring up to a total of 180 new iPAD 2's.

Purpose

DISTRICT is soliciting proposals to identify qualified vendors to be responsible for providing all of the resources required. The proposal shall include all specified hardware, supplies, and delivery. Delivery shall be made in a single shipment. The shipment will be delivered as soon as possible after the award of the proposal.

Deadline for Proposals

To be considered, all proposals must be received by Thursday, March 20, 2014, 4:00 p.m. Proposals must be submitted to Susan Kesler, Champaign Community Unit School District No. 4, 703 South New Street, Champaign, IL 61820. An original and one copy of the proposal must be submitted. Faxed and/or emailed proposals will not be accepted in response to this RFP.

Proposals will not be accepted after 4:00 p.m. on Thursday, March 20, 2014.

Sealed proposals will be opened and read at a public proposal opening at 4:00 p.m. on March 20, 2014, at the DISTRICT Office located at 703 South New Street, Champaign, IL.

II. SCOPE OF WORK

Specifications

The following are the requirements of this RFP:

- Minimum Requirements for 180 iPad 2's, or equivalent

MC960LL/A
Wi-Fi
16GB
Black
9.7 Inch Display
A5 Chip
Two Cameras

All equipment must meet ISO 9001 manufacturing standards. Product line consistent and common components guaranteed for 12 months.

III. INSTRUCTIONS

RFP Instructions

Careful attention must be paid to all required items contained in this RFP. Proposals shall be submitted in accordance with the requirements of this RFP. Please read the entire package before proposing. Failure to follow instructions in this RFP could result in the disqualification of a respondent's proposal.

This document shall not be construed as a contract between the parties until and unless a final bid is awarded, and no communication—whether verbal or written by DISTRICT personnel or agents during the course of the evaluation process—shall create such a contract with respect to the products or services specified in this RFP.

To facilitate the selection of the appropriate vendor for this project, interested firms are invited to submit a proposal for consideration. The proposal should contain, at a minimum, the information requested in the RFP. Please name one person to be the coordinator for your RFP response and for any clarification activities, which might be necessary.

Proposal Content

The entire set of documents constitutes the RFP. The respondent must include all of the information described in this RFP. Proposals without all of this information will be

disqualified; however, DISTRICT reserves the right, in its sole discretion, to waive technicalities and errors, in its best interest. All proposals shall be submitted in a sealed envelope with “RFP: iPad 2’s” description and opening date indicated on the outside of the envelope. All proposals become the property of DISTRICT and will not be returned.

Compliance

The proposals will be evaluated for compliance with RFP instructions. Noncompliance with significant instructions will be grounds for disqualification of proposals, at DISTRICT’S discretion.

Right to Withdraw Proposal

A vendor may withdraw a proposal at any time prior to the proposed opening.

Liability and Proposal Delivery

DISTRICT is not responsible for any costs incurred by a vendor in the preparation or delivery of proposals. The vendor shall be responsible for the actual delivery of proposals during business hours to the address indicated on Page One. Any proposal received after the delivery deadline will be disqualified.

Rejection or Acceptance of Proposals

DISTRICT reserves the right to waive any irregularities in any proposal, to reject any or all proposals, and to accept the proposal which, in the judgment of DISTRICT, is deemed the most advantageous for DISTRICT. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind may be cause for rejection of the proposal.

Clarification of Submittal

DISTRICT reserves the right to obtain clarification of any point in a vendor submittal or to obtain additional information.

Criteria for Vendor Selection to the RFP

Proposals must be in the form set forth in Section IV. Vendor will be required to show, to DISTRICT’S satisfaction that it has the necessary management, staff, experience, equipment, and financial resources to provide the products and services specified. The vendor will be required to provide information, references, and supporting documentation to

satisfy DISTRICT in regard to vendor qualifications and capabilities.

DISTRICT intends to award the services to qualified vendor which best demonstrate the commitment and application of experience, resources, and methods to the technological requirements, as well as the cost and schedule objectives established by DISTRICT.

Please note that DISTRICT will select the vendor based upon the lowest price bidder meeting specifications. Proposals will be reviewed and if needed, responders to RFP will be contacted for follow-up questions. Final determination of the successful vendor will be based upon the criteria stated above in Specifications.

DISTRICT reserves the right to issue addendums related to this Request for Proposal, if necessary, and will be posted on DISTRICT's website. Additionally, DISTRICT also reserves the right to contact any or all responders after the opening of the bids for follow up and clarification of any items as necessary. Finally, DISTRICT reserves the right to accept or reject any or all proposals provided, as may be deemed in the best interest of DISTRICT.

Upon opening, reviewing the proposals, and if necessary, interviewing qualified proposers, it is the hope of DISTRICT to recommend a vendor to provide the above-mentioned services to the Board of Education at their April 14, 2014 regularly scheduled Board Meeting.

Summary

If there are any proposal questions or a clarification is needed, please contact Susan Kesler via e-mail at keslersu@champaignschools.org. Again, questions/clarifications must be received by Wednesday, March 13, 2014.

IV. APPENDICES

Transmittal Letter

The respondent must submit with its proposal a one-page transmittal letter that identifies the entity submitting the proposal and includes a commitment by that entity to provide the services and/or products required by DISTRICT. The transmittal letter must state the vendor's pricing effective period. The transmittal letter must also state acceptance of contract terms and exceptions, if any, must be specifically stated. A person legally authorized to bind the respondent to the representations in the response must sign the transmittal letter.

Executive Summary

The respondent must provide an executive summary of its proposal and represent that its proposal addresses all of the requirements in the RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the proposal contents. The executive summary must not include any information concerning the cost of the proposal. The respondent must identify any services that are provided beyond those specifically requested. The proposal must identify all key personnel who are to be part of the proposed team and detail their experience as well as contact information for each person.

Vendor Background

The respondent must provide the following information:

- Name and address of business entity submitting the proposal
- Type of business entity (i.e., corporation, partnership, broker/dealer)
- State of incorporation or organization place of business
- Name, address, business telephone number, and fax number of respondent's principal contact person regarding this RFP
- Statement regarding the financial stability of the respondent, including the ability of the respondent to perform the requisite services. Detail any ownership changes that have occurred in the last five years or are any pending.

V. GENERAL CONDITIONS AND SPECIFICATIONS

Prevailing Wages

Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), not less than the prevailing rate of wages as determined by the Illinois Department of Labor, DISTRICT or court on review shall be paid by the vendor/contractor to all laborers, workers and mechanics performing work pursuant to the bid specifications. All vendor's/contractor's bonds shall include a provision as will guarantee the faithful performance of all obligations under the Illinois Prevailing Wage Act.

FOIA

As an independent Contractor of DISTRICT, records in the possession of the Vendor related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Vendor shall immediately provide DISTRICT with any such records requested by DISTRICT in order to timely respond to any FOIA request received by DISTRICT. If the Vendor refuses to provide a record that is the subject of a FOIA request to DISTRICT and the Attorney General or a court of competent jurisdiction subsequently requires

the release of the record or penalizes DISTRICT in any way, the Vendor shall reimburse DISTRICT for all costs, including attorneys' fees, incurred by DISTRICT related to the FOIA request and records at issue.

Indemnity

To the fullest extent permitted by law, vendor shall indemnify, save harmless, and defend DISTRICT, its Board, Board members, employees, agents, volunteers and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person (including death) or vendor's breach of this agreement that may arise out of or in connection with vendor's performance of the agreement.

To the fullest extent permitted by law, vendor will also defend, hold harmless and indemnify DISTRICT against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against DISTRICT to the extent based on an allegation that vendor's products infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

Insurance

The Vendor shall take all necessary precautions and exercise due caution so as not to damage the premises or properties of others. The Vendor's signature on the proposal sheet certifies to DISTRICT that the Vendor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on DISTRICT'S property. The Vendor shall submit evidence, satisfactory to DISTRICT, that the Vendor has coverage of General Liability Insurance, Worker's Compensation Insurance, and Automobile Liability Insurance to the limits described below with companies licensed to do business in Illinois with an A.M. Best rating of A that is satisfactory to DISTRICT. The certificates of such insurance shall carry an endorsement to the effect that the Insurance Company will defend DISTRICT as a party in the event the successful vendor becomes a party to any litigation as a result of the activities of the Vendor, subcontractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Such policies shall name DISTRICT, its Board, Board members, employees, agents, and successors as an additional insured and provide that it is primary to, and not contributing with, any policy carried by Vendor covering the same loss with a waiver of subrogation in favor of DISTRICT.

- 1) WORKER'S COMPENSATION: Statutory Limits.
- 2) VEHICULAR: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance covering all vehicles that may be utilized. Said insurance is to provide a \$1,000,000 combined single limit for bodily injury and property damage. All certificates shall indicate that the carrying company shall not cancel insurance coverage without giving Owner thirty (30) days written advance notification.

- 3) **LIABILITY:** It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance for which coverage is included for Vendor liability, contingent liability, contractual liability, and product liability. Bodily injury and property damage limits of \$1,000,000 occurrence and \$2,000,000 aggregate. Said Certificate shall indicate that the carrying company shall not cancel insurance coverage without giving DISTRICT thirty (30) days written advance notice.

Award of Contract

Contract(s) will be awarded where they are in the best interest of DISTRICT. Furthermore, DISTRICT reserves the right to accept or reject proposals based on the best interest of DISTRICT. Proposals will be awarded to the lowest responsible bidder meeting specifications as determined by the Board of Education.

Completion Dates

The project is to be completed by May 1, 2014.

Standard Contract Conditions

- This contract shall be governed in all aspects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Illinois.
- Vendors shall comply with the Civil Rights Act of 1964, as amended, all applicable State and Federal nondiscrimination laws including but not limited to the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act and shall comply with the provisions of the Illinois Human Rights Act.
- Vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of DISTRICT.
- By submitting a proposal the Vendor certifies that the Vendor is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.
- By submitting a proposal, the Vendor, having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free

Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

- By submitting a proposal, the Vendor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Statement of Nondiscrimination

The Illinois Human Rights Act prohibits discrimination on the basis of: “race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.” It also prohibits sexual harassment and discrimination in employment on the basis of citizenship status. Contractor shall comply with all state, federal and local laws, rules and ordinances regarding nondiscrimination.

Failure to Fulfill Contract

When any Vendor fails to provide a service or product or provides a service or product which does not conform to the specifications, DISTRICT may, at its sole discretion, annul and set aside the contract entered into with said Vendor, either in whole or in part, and make and enter into a new contract for the same services or products in such manner as seems to DISTRICT to be to its best advantage. Any failure to furnish services or products by reason of the failure of the Vendor, as stated above, shall be a liability against such Vendor and its sureties. DISTRICT reserves the right to cancel, without penalty, any services or products which the successful Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to DISTRICT if requested.

Without Cause Termination

DISTRICT may terminate its contract with the Vendor without cause after providing the Vendor with 30 days written notice.