Waynesboro Area School District

INSTRUCTION FOR BIDDERS

1. Sealed bids will be received up until 10:00 A.M., (prevailing time, EST on **Wednesday, March 4th, 2026** at Waynesboro Area School District, 210 Clayton Ave., Waynesboro, PA 17268 in the Business Office.

2. Bids will be publicly opened after the scheduled closing time at the Administrative Office of Waynesboro Area School District.

3. All bids shall be submitted in a sealed envelope marked: **"SEALED BID FOR 2026 CHROMEBOOK PURCHASE DO NOT OPEN".**

4. Bids must be typewritten or printed in ink and must be signed by the bidder.

5. Changes, alterations, or interlineations in the bid are not permitted.

6. **Bids shall show both unit pricing and total prices.** Should figures be irreconcilable, the unit price and the number of units shall govern any awards made on this basis.

7. Bidding documents are furnished in duplicate; one completed copy is to be forwarded to the Waynesboro Area School District as indicated in the "Invitation to Bid" and the duplicate retained by the bidder.

8. Waynesboro Area School District reserves the right to reject any or all bids, or any portion, thereof.

9. All questions with respect to bids must be submitted in writing by mail or email to:

   Attn: Director of Technology Services
   Waynesboro Area School District
   210 Clayton Ave. Waynesboro, Pa 17268
   nicholas_erickson@wasdpa.org

10. Responses to bidding questions will be made up until 12:00 pm (Noon) on Wednesday, February 25th 2026. Questions submitted after this date and time will not receive responses.

11. NO Best and Final offers will be entertained

Waynesboro Area School District

Section 1: General Overview

1.0 Scope of Work:

This project is for a successful bidder to provide Chromebooks as stated, throughout the District. The Bidder will be responsible for all facets of the bid, acquiring permits if applicable, supplying material as per the specification provided.

2.0 CHROMEBOOK PURCHASE SPECIFICATION

2.0.1 The work covered by this section of the specifications includes the furnishing of all equipment and materials, and performance of all operations in connection with the completion of the Chromebook Purchase Bid as herein specified.

2.0.2 Chromebook Purchase Equipment and Materials to include:

1. New Chromebooks
2. Google Chrome Education License
3. Accidental Damage Device Protection - OPTIONAL

3.0 Specification of Equipment

3.0.1 New Chromebooks

1. Chromebooks proposed must be a Non-Touch Chromebook with the following minimum requirements

    - 11.6" Non-Touch Screen (1366x768)
    - Celeron N5100
    - 8 GB RAM
    - 32 GB Storage
    - Camera
    - Microphone
    - WLAN
    - Bluetooth
    - Long-life Battery
    - Type – C Adapter

    QUANTITY: 560

2. Chromebooks proposed must be a Touch Chromebook with the following minimum requirements

    - 11.6" Touch Screen (1366x768)
    - Celeron N5100
    - 8 GB RAM
    - 32 GB Storage
    - Camera
    - Microphone
    - WLAN

- Bluetooth
- Long-life Battery
- Type – C Adapter

QUANTITY: 340

3.0.2 Google Chrome Education License:

1. Google Chrome Education Licenses proposed must be Google Part #: CROS-SW-DIS-EDU-NEW or an equivalent that meets or exceeds specifications of specified model.

QUANTITY: 940

3.0.3 Accidental Damage Device Protection - Beginning June 1, 2026 - OPTIONAL

1. Minimum 4 Year Accidental Protection Warranty
2. Theft/Loss Coverage
3. No Deductible
4. Bidirectional free shipping when incident or hardware failure occurs
5. Accidental Damage Protection (ADP)
6. Spare parts on site if desired
7. 4 Year battery warranty
8. Minimum 2 ADP claims per device per year
9. SLA < 10 day turnaround from incident or hardware failure notification

QUANTITY: 940

3.0.4 The Bidder shall submit with this proposal at least three references of previous successful bid awards for Chromebook Purchases

3.0.5 The winning Bidder must transfer any and all implied or written manufacturer warranties on equipment and materials used to Waynesboro Area School District ownership.

3.0.6 The Waynesboro Area School District reserves the right to disqualify any proposal submitted that includes equipment, materials or software listed in FCC document DA-21-309 as it relates to the Secure and Trusted Communications Networks Act of 2019

3.0.7 The Bidder must place each item listed (3.0.1-1, 3.0.1-2, 3.0.2 and 3.0.3) as a separate line item on the provided bid, no bundling will be accepted.

3.0.8 The Bidder will not place optional items in the total price of the bid. They will be listed separately at options. The total price will include 3.0.1-1, 3.0.1-2 and 3.0.2)

4.0 MATERIALS PROVIDED BY WAYNESBORO AREA SCHOOL DISTRICT

4.0.1 Waynesboro Area School District will provide the quantities needed for each component of the requested equipment, software and licensing where applicable.

5.0 WARNINGS AND MISCELLANEOUS NOTES

5.0.1 Waynesboro Area School District reserves the right to keep any and all extra material that was ordered as part of the Chromebook Purchase bid.

5.0.2 All bids shall EXCLUDE sales and excise taxes as the District is exempt from paying such taxes. The District, upon request, will furnish exemption certificates.

5.0.3 All bids shall include Shipping and Unloading of all equipment into a Waynesboro Area School District building.

6.0 RESERVATION OF RIGHTS

6.0.1 The intent of the Request for Proposal is to lead to the successful awarding of a final contract. In order to permit the District to undertake an analysis of diverse proposals, responding companies must respond to the terms of this Request for Proposal as they are set forth herein, and that response must be in the form of an offer that is firm for a period of ninety (90) days. The Waynesboro Area School District School Board reserves the right to reject any and/or all offers. The Waynesboro Area School District School Board reserves the right to waive informalities or non-compliance with submission procedures. The Waynesboro Area School District School Board reserves the right to determine responsibility of the submitting party and its proposal.

Waynesboro Area School District

Section 2: Quotation Instructions

1.0 Submission Letter

The Bidder is to submit a letter of submission with their Bid Packet. This letter is to be in Standard Business Form and be signed by an authorized individual. It must include all items listed below.

1. A statement indicating that the Bidder is a corporation or other legal entity and that Bidder has been in business no less than ten (10) years. And if requested, Bidder is to supply a copy of its most recent annual report. Also include a copy of Bidders corporate tree (for escalation purposes).

2. A statement that the Bidder understands all requirements/specifications set forth in the Request for Bid and that Bidders proposed system meets these requirements/specifications except where noted in the Exception Summary.

3. Bidder is to attach a written Manufacturer's Guarantee for replacement equipment and materials for the proposed equipment for a duration no less than the Manufacturer's warranty period.

2.0 Exception Summary

The Bidder shall list **ALL** exceptions from its mandated requirements in the Request for Bid. Please properly identify exceptions (page, section). Waynesboro Area School District assumes that all criteria and conditions not specifically stated in the Exception Summary are in compliance with the Request for Bid specifications and are included in the Total Bid Price.

3.0 Manufacturers Literature

Bidders are to include all manufacturers' literature that is pertinent to the Bidders proposed system.

4.0 Bidders Standard Business Forms

Required items include Bidders List of Equipment, Sales Contract, and Guarantee Statement/Contract.

5.0 Alternate Bid

The Bidder may prepare more than one solution. Each solution must be a complete bid and identified as an “alternate bid”. If Bidder provides multiple solutions, specify priority of each solution.

Waynesboro Area School District

Conditions of Bid Proposal

1.0. GENERAL CONDITIONS

1. **Local Conditions**: Generally, deliveries shall be made to Waynesboro Area School District, 550 East Second Street, Waynesboro PA, 17268, Monday through Friday, between the hours of 8:00 a.m. and 2:00 p.m. All bidders shall acquaint themselves with local conditions. A notification of 48 hours shall be given to the Waynesboro Area School District prior to any delivery. Final delivery destination may be altered by the Waynesboro Area School District to the building of installation.

2. **Invoicing:** Request for payment if Waynesboro Area School District isn't leasing through a 3rd party shall be mailed to: Waynesboro Area School District, 210 Clayton Ave., Waynesboro, Pa 17268 ATTN: Business Office or their designee **and** an electronic copy of the invoice emailed to acctpayable@wasdpa.org with the subject "2026 Chromebook Purchase Invoice". Requests for payment must contain the purchase order numbers issued for the purchasing of awarded items.

3. Payment will be made within forty-five (45) days after the completion of project and receipt of request for payment pending board approval of monthly bill payments.

   A. Invoice payment will be made to the bidder/vendor no later than sixty (60) days after the latest of the following dates: (i) date on which the Waynesboro Area School District's Business Manager or designee receives a proper invoice; or (ii) date on which the Waynesboro Area School District accepts the goods.

   B. Payments are considered made by the Waynesboro Area School District as of the date of the payment check.

   C. Interest and/or interest penalty, if applicable, shall be at a rate of one half percent (.5%) per month.

4. If any bidder finds discrepancies or is in doubt as to the true meaning of any part of the plans, specifications or other contract documents, he/she shall, at once, submit to the Waynesboro Area School District, ATTN: Business Manager or their designee, a written "request for information" within a twenty-four (24) hour period and shall be responsible for its prompt delivery.

5. The Advertisement for Bids, Information to Bidders, the Specifications for Services Rendered, as well as the Proposal, Agreement and Bonds, shall be collectively known and designated as the "Contract Documents" and together shall form the Contract.

6. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for opening thereof. The Waynesboro Area School District reserves the right to waive any formalities or reject any and all bids or portions thereof. Waynesboro Area School District is referred to as the owner.

7. No rights shall accrue to any person submitting a bid or proposal until such bid has been accepted, contract awarded and the contract and/or purchase order finalized and completely executed in writing by the duly authorized officer(s) at Waynesboro Area School District.

8. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.

9. Bidders must sign the contract, if any. When a bidder is a corporation, documents must be signed by a president, vice president, secretary or assistant secretary, or their official designee. If signed by one person, a copy of the authority of such person must accompany the proposal.

10. The award (if any), and/or work authorization shall be issued by Waynesboro Area School District within forty-five (45) days of the bid opening date.

    It is a condition of this transaction that in the event Waynesboro Area School District shall have accepted and paid for any materials but shall discover, upon inspection at a later date, that the shipment does not conform to the specifications and/or other quality standards, the bidder agrees to replace any or all of the quantity that does not meet the specifications and conform to the standards of the sample without extra charge to Waynesboro Area School District.

11. The bidder agrees, if awarded the contract, to furnish and deliver the specified products at such times, at such places and in such quantities as herein specified, and that all of the products shall be subject to inspection and approval. In the event that any of the said products shall be rejected as unsuitable or not in conformity with these specifications, a replacement shall be furnished in place, thereof, at the expense of the successful bidder.

12. Bid figures shall include all charges <u>including shipping and delivery</u> at the destination called for in the specifications. Waynesboro Area School District will furnish tax exemption certificates in cases where federal excise and state taxes would otherwise be collectible, if needed, upon request.

    Delivery of quantities will be required to destinations within the District to be determined after a successful award. All deliveries must be shipped prepaid, and bids shall include all costs.

13. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof, or perform any labor, as provided in these specification or to replace any work, installation or articles which are rejected as stated in the preceding paragraphs, Waynesboro Area School District is authorized and empowered to purchase articles in conformity, or remove nonconforming installations and reinstall, with such party or parties in such quantities and in such a 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 Waynesboro Area School District.

14. The bidder agrees that if awarded the contract, he/she will not assign, transfer, sublet or contract out any or all portions of the project unless specific permission to do so is requested in writing by the bidder and granted in writing by Waynesboro Area School District.

15. Execution of the Contract by the Bidder is a representation that the Bidder has visited the site, become familiar with all existing site conditions, site access, physical characteristics of the site and other relevant local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Bidder acknowledges and agrees that they have thoroughly reviewed and inspected the Contract Documents, that they have had the opportunity to seek, and has sought, clarification or explanation of any perceived ambiguity, discrepancy, error or omission in the Contract Documents, and that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes, and professional standards.

16. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Bidder. The Contract Documents shall be construed to require all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes and professional standards.

17. It shall be the obligation of the Bidder to notify the Owner of any discrepancy between the Contract Documents and applicable codes and regulations of which the Bidder has knowledge or should be reasonably able to determine. The Bidder shall not violate any requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Bidder has knowledge. If the Bidder observes that portions of the Contract Documents are at variance with applicable laws, statues, ordinances, building codes, rules or regulations, the Bidder promptly shall notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.

18. The Bidder at all times shall observe, comply with, and post as required all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work or applying to employees on the project, as well as all orders or decrees which may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the Work, materials, employees, or Contract. The Bidder shall hold harmless and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Bidder or its employees.

19. The Bidder shall secure and pay for the building permit and any and all other Government permits, licenses or fees necessary for the complete performance of the Work.

20. The Bidder shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Bidder which are legally enacted when bids are received or negotiations are concluded, whether or not yet effective or merely scheduled to go into effect. The Bidder agrees to assign and transfer to the Owner all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this contract. The Bidder further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment. The Owner or its representative shall be afforded access to the entirety of the Bidder's records relating to this contract that may be reasonably necessary to the Owner's pursuit of sales and use tax refunds, and for such purpose, the Bidder shall preserve all such records for a period of three years after the date of final payment.

21. Unless otherwise provided in the Contract Documents, the Bidder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

22. If the Bidder fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing may order the Bidder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Bidder or any other person or entity.

23. If the Bidder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails with in twenty-four (24) hours after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, commence and continue to carry out or correct deficiencies in the Work. In such case, the Contract Sum shall be adjusted for all costs incurred by the Owner in the correction of such deficiencies. If payments then or thereafter due the Bidder are not sufficient

to cover such amounts, the Bidder shall pay the difference to the Owner. The right of the Owner to correct the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Bidder or any other person or entity.

24. The Bidder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after completion and whether or not fabricated, installed or completed. The Bidder shall bear costs of correcting such rejected Work, including additional testing and inspection services and expenses made necessary thereby.

25. The Bidder shall be responsible to the Owner for acts and omissions of the Bidder's employees and other persons performing portions of the Work under a contract with the Bidder.

26. The Bidder shall enforce strict discipline and good order among the Bidder's employees and other persons carrying out the Contract. The Bidder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

27. To the fullest extent permitted by law, the Bidder shall indemnify, defend and hold harmless the Owner, and its officers, directors, employees and agents, from and against claims, damages, losses and expenses, including but not limited to, attorney's fees and defense costs, arising out of or resulting from performance of the Work, to the extent caused in whole or in part by the acts or omissions of the Bidder, anyone directly or indirectly employed by the Bidder or anyone else for whose acts of omissions the Bidder may be liable. The Bidder agrees to and does hereby assume on behalf of the Owner, and its officers, directors, employees and agents, the defense of any action at law or in equity which may be brought against such indemnities by reason of claims for which indemnity is owed hereunder, and will pay on behalf of such indemnities, upon their demand, the amount of any judgment that may be entered against such indemnities in any such action.

28. The Bidder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Bidder agrees to increase manpower, increase work hours and to increase equipment necessary to maintain the projected progress schedule.

29. The Contract shall be governed by the laws of Pennsylvania. All legal issues will be held in the Court of Common Pleas of Franklin County, PA.

30. The Bidder and Owner mutually agree that the Contract Documents are not to be presumptively construed or applied in favor of or against either party hereto.

31. The Owner and Bidder respectfully bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole

without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

32. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

33. No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded it under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

2.0 INSTRUCTION TO BIDDERS

2.0.1 BID CONDITIONS

1. All bids will be effective for ninety (90) calendar days from the date of the bid opening and no bid may be withdrawn during that period except as permitted by law.

2. It is understood that quantities indicated in the specifications are estimates of our needs and that these quantities may be increased or decreased by the Owner at the time orders are placed.

3. It is understood that the bidder agrees to deliver specified quantities prepaid, F.O.B. Each item must have the shipping prices included in the unit price. The Owner will not be responsible for payment of collected shipping charges nor any shipping charges not included in the bid. Deviation from this condition will not be acceptable.

4. It is understood that the bidder agrees to furnish according to specifications all items for which a quotation is offered. The Owner will consider all items offered as “or equal” when offered at the same or lower price, but reserves the right to determine which is strictly “or equal” taking into consideration that which appears to best serve the purpose of the Owner. If a substitution is intended for any item, the bidder must clearly indicate his offering including the manufacturer and product number in the body of specifications and submit details. Any substitution for specified materials must follow the guidelines stipulated in Section 1 – General Conditions, of this project manual.

5. The Owner does not obligate itself to accept the lowest of, or any bids, and particularly reserves the right to accept or reject any or all bids and to waive any informalities in the bidding process.

6. It is understood that the “unit price for additions” on the form of bid, shall prevail over the extended price and that the price per unit shall be the unit specifically indicated by the Owner. In the case of a price discrepancy, the indicated price, when multiplied by the number of units desired, shall be the acceptable bid price.

7. In accordance with the Worker and Community Right to Know Act, all items containing hazardous substances and mixtures, as determined by the Department of Labor and Industry, must be labeled as such and accompanied by the appropriate MATERIAL SAFETY DATA SHEETS (M.S.D.S.). Suppliers may mail the M.S.D.S. sheets at the time of material shipment.

2.1 GUARANTEE

The Bidder will provide and honor all WARRANTIES AND GUARANTEES as stated in these Contract Documents.

2.2 QUALITY ASSURANCE

Bidder / Installer Qualification

Bidder shall list at least three (3) Chromebook Purchasing projects of equal or larger size that have been completed within the last three (3) years. These applications shall be documented and available for site visitation if deemed necessary.

1. _____

2. _____

3. _____

4. _____

5. _____

2.3 ENVELOPES

Sealed envelopes containing bids shall be clearly marked "**SEALED BID FOR 2026 CHROMEBOOK PURCHASE - DO NOT OPEN"**

2.4 BID AWARD

All bids are due to the Director of Technology Services or designee of

Waynesboro Area School District, 210 Clayton Ave., Waynesboro, PA 17268: Attention: Director of Technology Services or their designee by **10:00 A.M. EST Wednesday, March 4th, 2026.**

This project is scheduled to be officially awarded at the regular School Board meeting on **Tuesday, March 10th, 2026** pending Board approval, this could be changed at the district's discretion.

2.5 QUESTIONS

Questions regarding this bid **must be submitted in writing** by email or fax to:

Waynesboro Area School District
Attn: Director of Technology Services
210 Clayton Ave.
Waynesboro, PA 17268
Fax: (717-762-0028)
Email: nicholas_erickson@wasdpa.org

2.6 DISCREPANCIES AND ADDENDA

Should a Bidder find any discrepancies in the specifications, or should be in doubt as to their meaning, they shall notify the Owner's representative at once. The Owner representative will then send a written **Addendum** to all bidders concerned. Oral instructions or decisions, unless confirmed by addenda, will **NOT** be considered valid, legal or binding.

No extras will be authorized because of the failure of the Bidder to include work called for in the addenda, in their bid.

2.7 COMPETENCY OF THE BIDDER

To enable the Owner to evaluate the competency and financial responsibility of a Bidder, the low bidder shall, when/if requested by the Owner, furnish the following information that shall be sworn to under oath by them or a properly authorized representative of the Bidder.

1. The address and description of the Bidder's place of business.
2. The name and/or Articles of co-partnership or incorporation.
3. Itemized list of equipment available for use on this project.
4. A list of projects completed similar in nature during the previous twelve (12) months, including the contract value and names of the Owners involved.
5. A statement regarding any past, pending or pending litigation with an Owner.
6. Such additional information as may be requested that will satisfy the Owner that

the Bidder is adequately prepared in the technical experience, or otherwise to fulfill the Contract.

7. Sufficient documents to ensure that the Bidder is in compliance with current Fair Employment Practice requirements of the Owner.

2.8 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of their bid or bids:

1. Evidence of collusion among the bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of experience as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract