

NORFOLK PUBLIC SCHOOLS

Invitation For Bid #13027NM

Commodity –Laptop & Laptop Cart Bundles for STG Grant Issue Date: January 14, 2013

Commodity Code - 20484

Open Date: January 24, 2013 at 2:00 PM

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A. Bid Cover Sheet

Norfolk Public Schools hereby seeks sealed bids for Laptops & Cart Bundles for STG Grant. Sealed bids will be received until 2:00 PM. Norfolk, Virginia local time on January 24, 2013. See Section B, Bid Instructions, for clarification of delivery of bids.

For information please contact:
Name Neva R. Mensia, CPPB, VCO
 Senior Buyer
Telephone (757) 628-3974 Fax (757) 628-3871
Email nmensia@nps.k12.va.us
Web Site www.nps.k12.va.us/purchases/index/htm

Deliver bids to:
Norfolk Public Schools
Administration Building
Department of Purchases and Supply
800 E. City Hall Ave, Room 1205
Norfolk, Virginia 23510

		<u>This section must be fully completed by bidder</u>	
Company Name _____		<u>Amendments Acknowledged</u>	
Street Address _____		Number _____ Dated _____	
City, State, Zip _____		Number _____ Dated _____	
Area Code Telephone Number _____		Number _____ Dated _____	
Bid is valid for 60 days unless a longer period is indicated here _____ days			
Vendor FEI# _____	Dun & Bradstreet# _____		
Type of Ownership (Check all that apply):	Minority Owned _____	Women Owned _____	Small Business _____
Name and Title of Authorized Signatory _____			
Signature _____		Date _____	
The signatory hereby certifies that he/she is authorized to sign on behalf of the bidder and that he/she has carefully examined all conditions of proposal and requirements attached hereto and made a part hereof and hereby submits this proposal pursuant to such instructions and requirements.			

B. Bid Instructions

Your name, the bid number, and the opening date and time must be shown clearly on the face of the envelope or package containing your bid. One (1) manually signed original bid shall be submitted to Norfolk Public Schools. Sealed bids are to be delivered to the Department of Purchases and Supply at the address as documented on the cover sheet of this bid. Bids must be received by the Department of Purchases and Supply prior to the date and hour specified in the bid. Bid or proposal receipt deadlines and public openings scheduled during a period of suspended Norfolk Public Schools operations will be rescheduled for processing at the appropriate times on the next business day.

A special label has been supplied with this bid (Attachment #3). If the special label is not used, the bidder takes the risk that the envelope may be opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the address specified on the cover sheet. No other correspondence or other bids should be placed in the envelope.

Bidders should be careful when electing to use private courier services to deliver their bids. It is solely the responsibility of the bidders to ensure that bids reached the designated address by the specified date and time as shown on the bid. **Electronic submissions of bids will not be accepted.**

Bids received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the automatic time stamp machine located in the Department of Purchases and Supply.

C. Contract Type and Administration

This bid will result in an indefinite quantity/firm fixed price contract for Laptops and Laptop Cart bundles. The contract will be administered by the Senior Director of Information Division or designee. Invoices should be submitted to Accounts Payable Department.

D. General Terms and Conditions

1. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2. ANTI-DISCRIMINATION:

By submitting their bids, bidders certify to the Norfolk Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- a. During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 4. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
 6. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia and/or the Norfolk Public Schools from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Norfolk Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Norfolk Public Schools under said contract.
 8. **MANDATORY USE OF NPS FORM AND TERMS AND CONDITIONS FOR IFBs:**
Failure to submit a bid on the official NPS form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Norfolk Public Schools reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Norfolk Public Schools may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 9. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on

the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. **PAYMENT:**

To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the NPS contract number and/or purchase order number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that is to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, NPS shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve NPS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from NPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from NPS, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of NPS.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary,

confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. Purchasing Card Acceptance

- a. In an effort to streamline the purchasing and payment process, NPS uses a VISA product as a form of payment. This method is our preferred way of doing business with our vendors. NPS does not charge vendors to participate by receiving payments via a credit card. The advantages of accepting a p-card as a form of payment are as follows:
- 1) Receive payments 7-10 days sooner; resulting in a quicker cash flow for day to day operations or investments.
 - 2) Reduce the cost of paper processing and employee time spent on preparing and making bank deposits.
 - 3) Void the risk of lost or stolen checks.
 - 4) Quickly reduce outstanding accounts receivable balances.
- b. Will your company accept a p-card as a form of payment? Yes_____ or No _____.
- 1) If you answered yes, a 1% reduction will be deducted from your bid amount for "evaluation" purposes.
 - 2) By accepting the p-card as a form of payment, no additional fees, cost or conditions may be imposed to NPS.

11. **PRECEDENCE OF TERMS:** Paragraphs 1-10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
12. **QUALIFICATIONS OF BIDDERS:** The Norfolk Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Norfolk Public Schools all such information and data for this purpose as may be requested. The Norfolk Public Schools reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Norfolk Public Schools further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Norfolk Public Schools that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
13. **TESTING AND INSPECTION:** The Norfolk Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Norfolk Public Schools.
15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Norfolk Public Schools **Vendors Manual**. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Norfolk Public Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Norfolk Public Schools may have.
17. **TAXES:** Sales to the Norfolk Public Schools are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
18. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Norfolk Public Schools to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.
19. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

20. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation - Statutory requirements and benefits.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Norfolk Public Schools must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
 - d. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)
21. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
22. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

24. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Norfolk Public Schools Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://ww2.nps.k12.va.us/education/components/scrapbook/default.php?sectiondetailid=82085&> under "Vendor Manual."

E. Special Conditions

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Norfolk Public Schools will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Norfolk Public Schools has purchased or uses its products or services.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Norfolk Public Schools, whichever is sooner. The Norfolk Public Schools, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
3. **AWARD OF CONTRACT:** Norfolk Public Schools reserves the right to make as a result of this solicitation. The award will be made to the lowest responsive and responsible bidder meeting the requirements of this solicitation. Norfolk Public Schools reserves the right to conduct any tests it may deem advisable and make all evaluations. Norfolk Public Schools also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making award, whenever it is deemed in the sole opinion of Norfolk Public Schools to be in its best interests.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. If not bidding as specified, indicate in the space provided the brand and item number offered, and submit as a part of your bid package, literature containing the specifications of the item offered.

F. Scope of Work

To provide the following:

LOT A – Laptop Computers

The only model tested and approved by NPS Information Division:

- HP 6570 ProBook
- Estimated 1,125 Laptops

Laptop PCs Specifications:

Each Laptop PC shall consist of only the following:

HP ProBook 6570 Notebook

- OS: Windows 7 Professional 64 bit (Volume license), Down-gradable license to Windows XP (Volume license)
- Upgrade Microsoft Window Pro7 (volume license)
- Processor: AMD Athlon™ II Dual-Core Processor A4-3310MX

- Graphics Controller: ATI Radeon™ ATI Mobility Radeon HD 6480M
- RAM: 4 GB 1333 MHz DDR3 SDRAM (1 DIMM)
- 2 DIMM slots
- Hard Drive: 320-GB SATA (7200 RPM)
- CD-DVD ROM: DVD+/-RW SuperMulti with Double Layer LightScribe Drive
- Display: 15.6-inch diagonal LED-backlit HD anti-glare (1366 x 768)
- Energy Star Compliant
- No 3.5 floppy drive required
- Network 1: Broadcom 43224AGN 802.11a/b/g/n 2x2 WiFi Adapter
- Network 2: HP Integrated Module with Bluetooth® 2.1 Wireless Technology
- Network 3: HP Mobile Broadband (Built in HP Mobile Broadband service not included)
- Network 4: 56K v.92 high speed modem
- TouchPad Keyboard with Number Keypad US
- Minimum of (2) USB Ports
- 1394 Port
- RJ-45 Port
- Internal speakers
- HP Long Life 6-Cell 51Whr Li-Ion Primary Battery (3 year warranty)
- BIOS configured with Wake On LAN enabled (wake by magic packet)
- BIOS configured with Storage Options SATA Emulation to Legacy Mode IDE
- BIOS configured with Boot Order Network Controller first, HDD second
- No Integrated Fingerprint Reader
- 90W Hardware Kit US
- Drivers for Windows 7 (Recovery Media)
- Drivers for Windows XP (Recovery Media)
- 3-3-3 Warranty (3 years on-site, 3 years parts, and 3 years travel)
- 5 year guaranteed support availability from manufacturer
- F. O. B destination

The prospective contractor must be able to:

- Provide a dedicated Project Manager which will over- see all phases of the project.
- Must be able to process this and any further orders via the Microsoft Licensing Master Agreements assigned to Norfolk Public Schools.
- Provide own Warehouse, Imaging & Staging off-site. NPS will Provide an image before delivery.
- Maintain firm fixed pricing or best award value pricing for the next period of (6) six months from the date of award for future purchases. If the model is discontinued, an equivalent or better model must be offered at the same price. Determination of equal or better model standing shall be the sole responsibility of NPS Information Technology Division's testing/approval process.
- Provide inside delivery of product to the predetermined sites listed in the delivery section.
- **Unboxing and setup of computers is required by the awarded contractor. This includes naming by NPS standards and installation of the antivirus software used by NPS.**
- Shall be flexible for any changes in staged deliveries to NPS locations as instructed by Information Division and provide re-delivery and removals if necessary at no additional cost.
- Must provide Asset Tagging, and Bar-coding of all delivered products.
- Shall provide Asset Tag Report on all deliveries.
- Shall provide 24/7 support at no additional cost.
- Provide local parts and service available with same day or 24 hour response.
- Delivery and shipment schedule to support planned rollout shall be coordinated with awarded contractor at the post award meeting, yet be Flexible with delivery times and dates
- Provide removal of specific electronic equipment requested by Information Division for removal, including data destruction with certificate.
- Vendor will disconnect and remove old equipment from the rooms listed in the delivery section.
- Product offered shall not be end of life or refresher models.
- Guaranteed date of end of product shall be included in bid offer.

Quantities are firm but may increase slightly due to final lowest cost per unit. Norfolk Public Schools reserves the right to increase or decrease up to 50% of the projected requirements.

Brand name for prequalified district standards is the HP Probook 6570b laptop only. Any lowest bid offer for a PC model other than these approved models shall require the contractor to ship the prototype system to the Department of Information Division within 5 calendar days of the bid opening date for testing and approval. All submissions shall be tested and approved within 15 calendar days.

LOT B – Laptop Cart Bundles

20 Laptop Cart bundles

Each complete Laptop Cart bundle shall contain only these following items which have been tested and approved by NPS Information Division:

- (1 qty) Bretford Laptop Storage and Recharge Cabinet LAP24EBA-GM
- (24 qty) HP 6570b Probook PCs
- (1 qty) HP LaserJet Pro 400 M401dn

Laptop Cart Bundle Specifications:

Each Laptop Cart shall consist of the following:

(24 ea) Configurable- HP ProBook 6570b Notebook PCs

- OS: Windows 7 Professional 64 bit (Volume license), Down-gradable license to Windows XP (Volume license)
- Upgrade Microsoft Windows Pro7 (volume license)
- Processor: AMD Athlon™ II Dual-Core Processor A4-3310MX
- Graphics Controller: ATI Radeon™ ATI Mobility Radeon HD 6480M
- RAM: 4 GB 1333 MHz DDR3 SDRAM (1 DIMM)
- 2 DIMM slots
- Hard Drive: 320-GB SATA (7200 RPM)
- CD-DVD ROM: DVD+/-RW SuperMulti with Double Layer LightScribe Drive
- Display: 15.6-inch diagonal LED-backlit HD anti-glare (1366 x 768)
- Energy Star Compliant
- No 3.5 floppy drive required
- Network 1: Broadcom 43224AGN 802.11a/b/g/n 2x2 WiFi Adapter
- Network 2: HP Integrated Module with Bluetooth® 2.1 Wireless Technology
- Network 3: HP Mobile Broadband (Built in HP Mobile Broadband service not included)
- Network 4: 56K v.92 high speed modem
- TouchPad Keyboard with Number Keypad US
- Minimum of (2) USB Ports
- 1394 Port
- RJ-45 Port
- Internal speakers
- HP Long Life 6-Cell 51Whr Li-Ion Primary Battery (3 year warranty)
- BIOS configured with Wake On LAN enabled (wake by magic packet)
- BIOS configured with Storage Options SATA Emulation to Legacy Mode IDE
- BIOS configured with Boot Order Network Controller first, HDD second
- No Integrated Fingerprint Reader
- 90W Hardware Kit US
- Drivers for Windows 7 (Recovery Media)
- Drivers for Windows XP (Recovery Media)
- 3-3-3 Warranty (3 years on-site, 3 years parts, and 3 years travel)

NORFOLK PUBLIC SCHOOLS

Invitation For Bid #13027NM

Commodity – Laptops and Laptop Cart Bundles - STG Grant Issue Date: January 3, 2013

- 5 year guaranteed support availability from manufacturer
- F. O. B destination

(1 Qty) Brefford Laptop Storage and Recharge Cabinet LAP24EFR-GM Cart for (24) HP 6570b Laptops

(1 Qty) HP LaserJet Pro 400 M401dn

- Printer - B/W - laser - Letter - 600 dpi x 600 dpi - up to 30 ppm - capacity: 300 sheets - USB
- 10/100Base-TX - AC 120 V

The prospective contractor must be able to:

- Provide a dedicated Project Manager which will over- see all phases of the project.
- Must be able to process this and any further orders via the Microsoft Licensing Master Agreements assigned to Norfolk Public Schools.
- Provide own Warehouse, Imaging & Staging off-site prior to delivery. NPS will provide an image before delivery.
- Maintain firm fixed pricing or best award value pricing for the next period of (6) six months from the date of award for future purchases. If the model is discontinued, an equivalent or better model must be offered at the same price. Determination of equal or better model standing shall be the sole responsibility of NPS Information Technology Division's testing/approval process.
- Provide inside delivery of product to the predetermined sites listed in the delivery section.
- Shall be flexible for any changes in staged deliveries to NPS locations as instructed by Information Division and provide re-delivery and removal if necessary at no additional cost.
- Must provide Asset Tagging, and Barcoding of all delivered product.
- Must provide Custom Packaging and Delivery Preparation (Dunnage Removal), if applicable. Shall provide Asset Tag Report all deliveries.
- Shall provide local parts and service available with same day or 24 hour response.
- Delivery and shipment schedule to support planned rollout shall be coordinated with awarded contractor at the post award meeting.
- **Cart pre-populated with laptops. This includes naming by NPS standards and installation of the antivirus software used by NPS.**
 - – **cart should be pre-charged before delivery.**
 - Remove and Recycling of old laptops – including Data destruction with Certificate.
 - Product offered shall not be end of life or refresher models.
 - Guaranteed date of end of product shall be included in bid offer.

******SPECIAL NOTE****** Wireless access points or POE injectors are **not** needed for these HP laptops and cart configurations

Quantities are firm but may increase slightly due to final lowest cost per unit. Norfolk Public Schools reserves the right to increase or decrease up to 50% of the projected requirements.

Brand name for prequalified district standards is the HP 6570b Notebook laptop only. Any lowest bid offer for a PC model other than these approved models shall require the contractor to ship the prototype system to the Department of Information Division within 5 calendar days of the bid opening date for testing and approval. All submissions shall be tested and approved within 15 calendar days.

If the lowest bid (substitute) offer is not approved within that specified time, the next lowest bidder shall be awarded the contract. Norfolk Public Schools reserve to sole responsibility to accept or reject all offers of pre-approved or other offered products as deemed necessary to meet the mission of the district.

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Quantities are firm but may increase slightly due to final lowest cost per unit. Norfolk Public Schools reserves the right to increase or decrease up to 50% of the projected requirements.

G. Pricing Schedule

Your proposed offer:

LOT A – Single Laptops

Vendor	Description	Quantity	Unit Cost	Total Cost
Mfg: HP Model #:	Laptops	1126		
	Bios Settings enabled as stated above	1126		
			Grand Total	

LOT B – Laptop Cart Bundles

Vendor	Description	Quantity	Unit Cost	Total Cost
Mfg _____ Model # _____	Laptops	480		
Mfg _____ Model # _____	Laptop Cart	20		
	Bios Settings enabled as stated above	480		
Mfg _____ Model # _____	Printer	20		
			Grand Total	

If you are offering newly manufactured approved HP models as specified, please indicate by checking YES. If you check "NO" the product offered shall is the current authorized HP model used in the district at this time. No remanufactured, refurbished or refreshed items will be accepted.

Your offer is offered as quote above with no substitutions. _____ Yes _____ No

End of Life Date for Your Offered Model: _____.

Date that this PC model was launched in the PC market? _____

If the date is more than 12 calendar models, has this model been refreshed? _____

Will you guarantee your offered price as firm fixed or best value for 6 months after the award? ___ Yes ___ No

Prompt Payment Discount % Offered: _____.

NOTE: Award shall be made via Purchase Order and not Credit Card

OPTIONAL: Will your company accept a p-card as a form of payment? Yes _____ or No _____.

If you answered yes, a 1% reduction will be deducted from your bid amount for "evaluation" purposes.

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If ePayables payment processing is conducted, what percentage should we add to each line item? _____%

If you answered yes, a 1% reduction will be deducted from your bid amount for “e

SURPLUS EQUIPMENT REBATE COST:

****NOTE** You may offer surplus equipment cost per unit without offering new desktop equipment prices.** However, if you offer new equipment prices and wish to remove the projected surplus equipment, you must provide a surplus unit cost for each of the following items:

Description	Quantity	Price Per Unit	Total Revenue to NPS
Desktop PC bundle with Monitor	N/A		
Desktop PC bundle without Monitor	N/A		
Laptop computer	1125		
Printers	N/A		
Monitors (single)	N/A		

H. Ordering

Orders will be placed by the - Senior Director of Information Division or designee.

I. Evaluation and Award

Norfolk Public Schools reserves the right to award the bid individually or in total aggregate amount to the lowest responsive and responsible bidder. Norfolk Public Schools reserves the right to process the award by considering trade-in totals, prompt payment discounts and all other ePayable payment processing percentages in the evaluation process. Norfolk Public Schools strongly encourages it's awarded contractors to participate in the ePayable payment processing program as an efficient method of streamlining the payment process and a viable alternative to Purchase Credit Card transactions. Norfolk Public Schools reserves the right to delete the trade-in requirements from these evaluation criteria.

J. Deliveries, Performance, Inspection, & Acceptance

The requested date for delivery of product will be determined at the time of award or post-award discussions with the awarded lowest responsive and responsible bidder. Performance and acceptance will be performed by the Senior Director of Information Division or designee.

STAGED INSIDE DELIVERIES REQUIRED (NO SET-UP AND DUNNAGE)

School Name	Single Laptops	Laptops/Printer & Cart Bundles	Surplus Items for Pick Up		
			Single Laptops	Laptop Carts	Printers
<u>ELEMENTARY</u>					
Bayview	0		0		
Calcott	30		30		
Camp Allen	1		1		
Campostella	0		0		
Chesterfield	2		2		

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Coleman Place	0			0		
Crossroads	0			0		
Dreamkeepers**	0			0		
Fairlawn	2			2		
Ghent	0			0		
Granby	1			1		
Ingleside	0			0		
Jacox	10			10		
Larchmont	0	5		0		
Larrymore	2	8		2		
Lindenwood	8			8		
Little Creek	0			0		
Monroe	31			31		
Norview	18			18		
Oakwood**	0			0		
Ocean View	4			4		
Oceanair	4			4		
PB Young	0			0		
Poplar Halls	8			8		
Richard Bowling	22			22		
Sewells Point	3			3		
Sherwood Forest	2			2		
St. Helena	14			14		
Suburban	1			1		
Tanners Creek	3			3		
Tarrallton	19			19		
Tidewater Park	11			11		
W.H. Taylor	1			1		
Willard	10			10		
Willoughby	9			9		
School Name	Single Laptops	Laptops/Printer & Cart Bundles		Surplus Items for Pick Up		
				Single Laptops	Laptop Carts	Printers
MIDDLE SCHOOLS						
Azalea	4	5		4		
Blair	5			5		
Blair CTE	0			0		
Lafayette Winona	0			0		
Lafayette Winona CTE	0			0		
LTMS	0			0		

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LTMS CTE	0			0		
Northside	22			22		
Norview	19	5		19		
Norview CTE	0			0		
Ruffner	7			7		
Ruffner CTE	0			0		
Rosemont	3			3		
Rosemont CTE	0			0		
School Name	Single Laptops	Laptops/Printer & Cart Bundles		Surplus Items for Pick Up		
HIGH SCHOOLS				Single Laptops	Laptop	Printers
Granby	223			223		
Granby CTE	0			0		
Lake Taylor	157			157		
Lake Taylor CTE	0			0		
Booker T Wash	90			90		
Booker T Wash CTE	0			0		
Norview	148			148		
Norfolk Detention Center	37			37		
Maury	192			192		
Maury CTE PCs	0			0		

K. List of Attachments

1. Anti-Collusion Statement
2. Debarment Statement
3. Bid Envelope Template

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Norfolk Public Schools IFB 13027NM- ANTICOLLUSION STATEMENT:

In the preparation and submission of this bid on behalf of _____(name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9. The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

"...or otherwise take any action in the restraint of free competition in violation of the Sherman Antitrust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.19; or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9."

BY: _____(SIGNATURE)

_____COMPANY

_____BUSINESS ADDRESS

_____DATE

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Norfolk Public Schools IFB 13027NM- DEBARMENT STATEMENT:

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY: _____(SIGNATURE)

_____COMPANY

_____BUSINESS ADDRESS

_____DATE

CONTRACTOR EMPLOYEE BACKGROUND CERTIFICATION

I certify that the applicant firm is in compliance with the *Code of Virginia § 22.1-296.1*, regarding providing certification from the company on employees that will come in direct contact with students, for the provision of services under this contract.

I certify that the applicant firm and any of its employees (listed below), that will come in direct contact with students, have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.

BY: _____(SIGNATURE)
 _____(PRINTED NAME)
 _____COMPANY
 _____BUSINESS ADDRESS

 _____DATE

Listing of employees, assisting in the performance of this contract that will come in direct contact with students and have not been convicted of a felony or crime as described above:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach additional names to this form if space is not adequate)

Note: In accordance with Virginia Code § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

“Direct contact with students” means being in the presence of students during regular school hours or during school sponsored activities (Code of Virginia § 22.1-296.1)

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Attachment # 3 Envelope Template

IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

BIDDER'S NAME _____

BID #: 13027NM

BID NAME: Laptop Computers and Laptop Cart Bundles

OPENING: January 24, 2013 at 2:00 PM

**Senior Director of Purchasing
Norfolk Public Schools
Administration Building
800 East City Hall Ave, Room 1205
Norfolk, Virginia 23501**