

# Hamtramck Public Schools

3201 Roosevelt Street  
Hamtramck, MI 48212

## Request for Proposals

### Mini Netbook Computer Project

April 28, 2010

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**School District Contact:**

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E-mail: bob@triple-r.us

URL: [triple-r.us/ARRA/HamtramckRFP-MNCP.pdf](http://triple-r.us/ARRA/HamtramckRFP-MNCP.pdf)

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**Prepared by:**

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## REQUEST FOR PROPOSALS – MINI NETBOOK COMPUTER PROJECT

### 1.0.0 INVITATION TO BID

#### 1.1.0 BID ACCEPTANCE

**Hamtramck Public Schools**, hereby known as “District”, will accept sealed responses (“Bids”) to this Request for Proposals (RFP) for a Mini Netbook Computer Project which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications set forth below and submitted to the District at the following address:

**Robert D. Rice, Consultant c/o Hamtramck Public Schools  
Administration Building (RFP - Mini Netbook Computer Project)  
3201 Roosevelt Street  
Hamtramck, MI 48212**

#### 1.2.0 INTENT TO BID FORM

All Bidders must complete and submit the Intent to Bid Form, Appendix A, no later than May 5, 2010. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form. The Bidder shall make no additional stipulations on the Intent to Bid Form or qualify their Bid in any other manner.

#### 1.3.0 FACILITIES/BUILDING WALKTHROUGH

All Bidders are encouraged to attend a walkthrough meeting at the facilities and buildings where the Mini Netbook computers and Charging Carts will be installed. The walkthrough meeting will begin promptly at the time specified whereby any/or all questions regarding this Mini Netbook Computer Project will be answered by the District. The walkthrough meeting is scheduled for **10:00 A.M. May 5, 2010 at Dickenson West Elementary School, 2650 Caniff Street, Hamtramck, MI 48212**.

### 2.0.0 BIDDER INSTRUCTIONS

#### 2.1.0 BID OPENING

All Bid responses to this RFP must be in triplicate in a sealed opaque envelope labeled as follows: **RFP - Mini Netbook Computer Project - May 12, 2010**.

2.1.1 No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

2.1.2 No Bids will be considered after **2:00 P.M. May 12, 2010**.

2.1.3 The Bidder shall be responsible for the timely delivery of the Bid.

2.1.4 All timely submitted Bids received by the District will be publicly opened and read aloud at **7:00 P.M. May 12, 2010** at the **Administration Building 3201 Roosevelt Street, Hamtramck, MI 48212**.

#### 2.2.0 BID BONDS

The Bidder shall submit a five percent (5 %) Bid Bond, of the total base Bid price, made payable to **Hamtramck Public Schools**, with the sealed Bid. Any Bids received without a Bid Bond will be rejected by the District.

#### 2.3.0 CLARIFICATIONS AND CORRECTIONS

Direct any and all questions regarding this RFP by email to: **Robert Rice, Triple R Consultants**, at: **bob@triple-r.us**. The resulting answers, along with the questions, shall be forwarded to all Bidders who have properly submitted the Intent to Bid Form, Appendix A, and posted on Triple R Consultants' website at: **triple-r.us/ARRA/HamtramckRFP-MNCP.pdf**

#### 2.4.0 GENERAL REQUIREMENTS

2.4.1 The District or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.

2.4.2 This RFP for a Mini Netbook Computer Project is not an offer to enter into a contract, but rather a solicitation for Bids.

2.4.3 The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.

- 2.4.4 The District reserves the right to reject Bids submitted without a five percent (5%) Bid Bond, signed Bid Signature Page, Bill of Materials, Familial Disclosure Affidavit and/or list of four (4) references.

#### 2.5.0 **BID IDENTIFICATION REQUIREMENTS**

The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

- 2.5.1 The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix B, in long hand, in ink, by an authorized representative.
- 2.5.2 The Bidder shall complete and submit, along with the Bid, a Bill of Materials, Appendix C, summarizing the details of the Bid.
- 2.5.3 The submitted Bid shall include a Familial Disclosure Affidavit form, Appendix D, which is properly completed, signed by an authorized representative of the Bidder and notarized with an affixed, raised notary seal.
- 2.5.4 The submitted Bid shall include a list of at least four (4) references, one (1) of which must be a school or school district, for similar work performed within the past three (3) years.

#### 2.6.0 **DEFINITIONS**

The foregoing definitions are made available for the purpose of this Request for Proposals (RFP) only.

- 2.6.1 **District** – Hamtramck Public Schools
- 2.6.2 **Bidder(s)** – Business Entities and/or Person(s) submitting the Bid.
- 2.6.3 **Bid(s)** – A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid.
- 2.6.4 **Base Bid** – The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the Alternate Bid, if any.
- 2.6.5 **Alternate Bid** – An amount stated in the Bid to be added or subtracted from the amount of the Base Bid, if said change in the Scope of Work, method of construction and/or materials is accepted by the District.
- 2.6.6 **Selected Vendor/Contractor** – The Bidder(s) receiving formal notice of acceptance of his/her Bid(s) and has been duly served by an officer *or* agent of the District duly authorized to give such notice.

### **3.0.0 GENERAL CONDITIONS**

#### **3.1.0 RIGHTS OF ACCEPTANCE OR REJECTION**

The District's Board of Education reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the District.

#### **3.2.0 QUALIFICATION OF BIDDERS**

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the Board of Education will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in sections 3.4.0 and 3.5.0. **Each Bidder, by submitting a Bid, represents that:**

**3.2.1** The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.

**3.2.2** The Bidder has the option to visit the District work site and familiarized themselves with the local conditions under which the work is to be performed.

**3.2.3** The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the District.

#### **3.3.0 VARIANCE AND PRICE**

Any variance from the specifications in section 7.0.0 of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the District changes the quantity of the item or unit needed.

#### **3.4.0 MANUFACTURER(S) BRANDS/MODEL NUMBERS**

The naming of a manufacturer(s), brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Board of Education of the District has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

#### **3.5.0 MANUFACTURER(S) SUBSTITUTIONS**

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District and approved by an authorized district representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services.

#### **3.6.0 MANUFACTURER(S) DISCOUNTS**

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

#### **3.7.0 CLEAN-UP**

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor/contractor.

#### **3.8.0 ROYALTIES AND PATENTS**

The selected vendor/contractor must pay for all royalties, copyright, trademark and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

### **3.9.0 ADDENDA**

Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum. Any addendum issued during the bidding process will become part of the specifications and a copy will be sent to all Bidders as set forth in section 2.3.0.

**3.9.1** No verbal statements by the District will be considered as binding or enforceable against the District.

**3.9.2** No requests for clarifications or modifications will be processed within four (4) days immediately prior to the Bid opening date.

### **3.10.0 FEDERAL, STATE AND LOCAL TAXES**

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes, and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

### **3.11.0 PROJECT IMPLEMENTATION**

The selected vendor/contractor shall have sufficient resources in order to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements, section 5.0.0.

### **3.12.0 NO DISCRIMINATION**

The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of the Bid, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

### **3.13.0 NO SMOKING POLICY**

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All Bidders shall comply with this no smoking policy.

### **3.14.0 PRODUCTS AND SERVICES SPECIFICATIONS**

It is the intent of the specifications in section 7.0.0 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes and distributes products and services to the school market.

### **3.15.0 VARIATIONS FROM SPECIFICATIONS**

All variations from the specified products and/or services, section 7.0.0, must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases.

**3.15.1** The District reserves the right to increase or decrease quantities, or modify the specifications.

**3.15.2** The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

### **3.16.0 PARTIAL BIDS**

Partial Bids will be considered, where appropriate.

### **3.17.0 CANCELLATIONS**

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

### **3.18.0 WITHDRAWAL OF BIDS**

Upon presentation of proper identification, any Bidder may withdraw his/her Bid at any time prior to the scheduled Bid Opening date and time, section 2.1.0. No Bid shall be withdrawn for a period of ninety (90) days after the Bid Opening date and time.

**3.19.0 BID EVALUATIONS**

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the District.

**3.19.1** It is the intent of the District to award the contract to the Bidder submitting the “best” cost effective Bid for the project; provided the Bid has been properly submitted and delivered, including all required documentation herewith, and considered reasonable in price.

**3.19.2** Price being the primary factor, consideration, other than price alone, shall be used in determining the most successful Bid; technical experience, local service and support, and experience in educational environments are used to perform the District’s Bid evaluations.

**3.19.3** The Board of Education of the District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

**3.20.0 NOTICE OF AWARD**

The Bidder will be deemed as having been awarded when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees by an officer, or agent, of the District duly authorized to give such notice.

## **4.0.0 SCOPE OF WORK**

### **4.1.0 GENERAL DESCRIPTION**

The general description of the Scope of Work (SOW) for this project is to provide the District with Mini Netbook computers and Charging Carts at four (4) school buildings. In addition to the forgoing SOW, all Bids must comply with all sections of this RFP and the Products and Services Specifications set forth in sections 7.0.0.

### **4.2.0 FACILITIES/LOCATIONS**

**4.2.1** Dickinson East Elementary School, 3385 Norwalk Street, Hamtramck, MI 48212

**4.2.2** Dickinson West Elementary School, 2650 Caniff Street, Hamtramck, MI 48212

**4.2.3** Holbrook School, 2361 Alice Avenue, Hamtramck, MI 48212

**4.2.4** Kosciuszko School, 2333 Burger Street, Hamtramck, MI 48212

### **4.3.0 VENDOR/CONTRACTOR RESPONSIBILITY**

It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at no cost to the District. The District and any Consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work. **The awarded Bidder shall:**

**4.3.1** Meet jointly with representatives of the District to exchange information and agree on details of equipment arrangements and installation interfaces for a Mini Netbook Computer Project.

**4.3.2** Have sufficient resources in order to complete the SOW within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to complete the SOW within the specified timeframe.

**4.3.3** Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the Mini Netbook computers and Charging Carts installed at the District.

**4.3.4** Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the Charging Carts installed at the District.

**4.3.5** Test (100%) all hardware for defects in installation and to verify performance under installed conditions.

**4.3.6** Provide installation, administration, testing, and "As-Built" documentation required from and/or maintained by the selected vendor/contractor during the course of the Mini Netbook Computer Project.

**4.3.7** Provide a written guarantee/warranty covering the installed Mini Netbook computers and Charging Carts against defects in workmanship, components, and performance, and follow-on support after project completion for a period of one (1) year.

**5.0.0 TIMELINE REQUIREMENTS**

**5.1.0 PROJECT TIMELINE**

The selected vendor/contractor shall have sufficient resources in order to complete the SOW, section 4.0.0, within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the project to be completed in accordance with the following Project Timeline:

<b>RFP available on-line <i>or</i> for pickup .....</b>	<b>04/28/2010</b>
<b>Walk Thru..... [10:00 a.m.].....</b>	<b>05/05/2010</b>
<b>Sealed Bids Due ..... [2:00 p.m.] .....</b>	<b>05/12/2010</b>
<b>Sealed Bids Opened ..... [7:00 p.m.] .....</b>	<b>05/12/2010</b>
<b>Board Approval .....</b>	<b>05/12/2010</b>
<b>Sign Contracts/Approve Implementation Schedule .....</b>	<b>05/28/2010</b>
<b>Installation Begins .....</b>	<b>06/15/2010</b>
<b>Installation Complete .....</b>	<b>08/15/2010</b>

**5.2.0 SCOPE OF WORK SCHEDULES**

If and when the school buildings specified in the SOW are occupied with students and school is in session, the selected vendor/contractor is expected to perform the project after school hours and without any additional costs to the District. Areas of the school buildings that are otherwise unoccupied with students and whereby instruction is not disturbed, the selected vendor/contractor may perform the SOW with prior written authorization from the District.

**5.3.0 PROJECT IMPLEMENTATION SCHEDULES**

All Bidders shall provide the District with a project implementation schedule that adheres to the timeline requirements stated above, section 5.1.0. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without disruption to school building instruction, activities and meetings. This said project implementation schedule must be agreed upon by both the vendor/contractor and the District and shall be incorporated as part of the awarded contract.

## **6.0.0 AWARDED CONTRACT REQUIREMENTS**

### **6.1.0 CONTRACT EXECUTION**

The Bidder shall render, deliver and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be SIGNED and DATED by both the District and the awarded vendor/contractor prior to start of any work.

### **6.2.0 SEPARATE CONTRACTS**

The District reserves the unrestricted right to award different portions of the project, as broken out in the Bill of Materials, Appendix C, to separate vendors/contractors as separate contracts. Said separate contracts shall be based on the District's evaluation and interpretation of the "most cost effective" means for the District to complete the SOW for this project.

### **6.3.0 CHANGES TO SCOPE OF WORK**

The District, without invalidating the Contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All said changes in the SOW shall be authorized by written "Change Order(s)", signed by the District, and will be executed under applicable condition of contract documents.

**6.3.1** The Contract Sum and The Contract Time may be changed only in writing.

**6.3.2** The cost or credit to the District from all "Change Order(s)" shall be determined by mutual, written, agreement.

**6.3.3** The District will not pay invoices for work performed by verbal authorization.

### **6.4.0 PERFORMANCE BOND REQUIREMENTS**

The Bidder shall furnish a Performance Bond covering the faithful performance of the awarded contract and a labor and material payment Bond in the TOTAL amount of the Bid in such form and with such sureties as the District shall approve, which such approval will not be unreasonably withheld. If the selected vendor/contractor defaults, neglects or fails to perform any provisions of the awarded contract, the District may, at its discretion, and after seven (7) days written notice to the selected vendor/contractor, notify the bonding company that the selected vendor/contractor is in default.

**6.4.1** The selected vendor/contractor shall provide, and present with the sealed Bid, a bid bond or cashier's check in the amount equaling five percent (5%) of the Bid total.

**6.4.2** The selected vendor/contractor shall provide, and maintain in force, a bond with surety, and on forms approved by the District in the amount of one-hundred percent (100%) of the contract amount that the selected vendor/contractor shall promptly and faithfully perform all obligations under the awarded contract.

**6.4.3** The selected vendor/contractor shall provide and maintain, in force, a bond with Surety and on forms approved by the District that selected vendor/contractor shall make payment to all claimants for all labor and material used or reasonably required for use in the performance of the awarded contract.

**6.4.4** All selected vendor/contractor's bid bonds shall include such provisions as will guarantee the faithful performance of the prevailing State of Michigan hourly wage if required by the district.

**6.4.5** Final Bid price may not exclude costs to secure or hold performance or bid bonds.

### **6.5.0 TERMINATION OF AWARDED CONTRACTS**

If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract and/or fails to perform any provision of the awarded contract, the District may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the District.

#### **6.6.0 EMPLOYMENT PRACTICES**

The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", section 3.12.0. **The selected vendor/contractor shall also:**

- 6.6.1 Pay prevailing wage to all employees on this project if required by the district.
- 6.6.2 Provide all selected vendor/contractor employees with picture ID.
- 6.6.3 Upon arrival and departure, have all employees sign in and out at the main office for each school building location.
- 6.6.4 Supply the District, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the District.

#### **6.7.0 SELECTED VENDOR/CONTRACTOR PERFORMANCE**

The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, section 4.0.0, and the Timeline Requirements, section 5.0.0. **The selected vendor/contractor shall also:**

- 6.7.1 Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
- 6.7.2 At all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
- 6.7.3 Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
- 6.7.4 Be responsible for the acts and omissions of all his employees and all Subcontractors, if any, their agents and employees and all other persons performing any of the work under a contract with the selected vendor/contractor.

#### **6.8.0 SUBCONTRACTOR PERFORMANCE**

A Subcontractor is a person, firm, company or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the District to complete the SOW, section 4.0.0. The selected Bidder shall furnish to the District, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the District objects and may withdraw their Bid or submit an acceptable substitute.

#### **6.9.0 SUPPLEMENTAL INFORMATION REQUESTS**

The Bidder shall be prepared to provide the District, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. **The District may request any and all Bidders to also submit, within ten (10) days of being notified, the following:**

- 6.9.1 The Bidder's performance record(s).
- 6.9.2 An itemized list of the Bidder's equipment, plant and personnel.
- 6.9.3 The Bidder's financial statement(s).
- 6.9.4 A description of any project, which the Bidder has completed in a satisfactory manner.
- 6.9.5 Any additional information that will satisfy the District that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
- 6.9.6 A description of any other project(s) that will be performed simultaneously with the District's project(s).
- 6.9.7 A statement regarding any past, present or pending litigation for contracted products and services.

#### **6.10.0 INSPECTIONS**

The District and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

**6.10.1** Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the District's designated authorized representative.

**6.10.2** All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.

#### **6.11.0 INVOICE/PAYMENT REQUIREMENTS**

Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the District. **Payments will be paid NET 30 days AFTER:**

**6.11.1** Acceptance by the District of "AS-BUILT" diagram(s) in **both** paper and electronic copy, preferably Microsoft Visio.

**6.11.2** The selected vendor/contractor will submit proof of performance by submitting to the District, in both paper and electronic copy, Mini Netbook computers and Charging Cart testing results.

**6.11.3** When applying for payments, the selected vendor/contractor shall submit to the District an itemized invoice based upon the installation schedule and supporting documentation required herein.

**6.11.4** The project shall be considered complete when the SOW has been completed, accepted by the District and the following items are furnished; a) required guarantees, b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.

**6.11.5** Payment may be withheld by the District for; a) defective work not remedied, b) claims filed and unresolved, c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to Subcontractors, and/or d) damages to the District or another Contractor.

#### **6.12.0 GUARANTEES**

The selected vendor(s)/contractor(s) must furnish the District a written guarantee of the services and/or products provided to the district for, at least, one (1) year after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the District within the one (1) year period must be corrected or replaced within thirty (30) days.

#### **6.13.0 WARRANTIES**

The selected vendor/contractor(s) must furnish the District written warranty documentation. This warranty documentation shall include connectivity components and have one (1) point of contact person for all Mini Netbook computers and Charging Cart issues, where applicable.

**6.13.1** The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid, is new and that all work performed will be of good quality, free from faults and defects, and in adherence to the Product and Services Specifications in this RFP.

**6.13.2** The warranty shall provide a complete system warranty to guarantee high performance that meets the Mini Netbook computers and Charging Carts requirements. The Mini Netbook computers and Charging Carts shall be warranted under this provision for one (1) year.

**6.13.3** If the manufacturer repairs any product under the warranty, they may use new or reconditioned replacement parts. If the manufacturer replaces the product under the warranty, they may replace it with a new or reconditioned product of similar or same design.

**6.13.4** Any such repairs or replacement by the manufacturer will be warranted for either a) ninety (90) days or b) the remainder of the original one (1) year warranty period, whichever is longer.

**6.14.0 CORRECTION OF WORK**

The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defects is due to faulty materials, equipment or workmanship which appear within a period of one (1) year from the date of completion of the contract *or* within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any Subcontractors.

**6.15.0 RIGHT TO REJECT OR STOP THE WORK**

The District may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the District may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

**6.16.0 INDEMNIFICATION**

The selected vendor/contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from the performance of the project; provided that any such claim, damage, loss or expense is attributable to a) bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from and b) is caused in whole or in part by any act or omission of the selected vendor/contractor, and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the District or any of its agents or employees, by any employee of the selected vendor/contractor, and/or Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the selected vendor/contractor and/or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**6.17.0 FORCE MAJEURE**

Except for the District's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

**6.18.0 LIABILITY REQUIREMENTS**

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the project. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to a) all employees on the project and other persons who may be affected thereby, b) all the SOW and all materials and equipment to be incorporated therein, and c) other property at the site or adjacent thereto.

**6.18.1** The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

**6.18.2** All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the District.

**6.19.0 INSURANCE REQUIREMENTS**

No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage **and Hamtramck Public Schools is named as additional insured on said policy**. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included. **As a condition of performing work as a vendor/contractor, you must provide the District with satisfactory evidence of insurance coverage's as follows:**

**6.19.1** Workers Compensation and Employer's Liability Insurance covering your statutory obligations in the State of Michigan.

- 6.19.2** Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired vehicles.
- 6.19.3** Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverage's for your operations, personal injury, XCU (explosion, collapse and underground), independent Contractors, contractual and products-completed operations with limits of liability as follows:
- 6.19.3.1** If your policy is written on the 1986 ISO Simplified form, minimum limits are as follows:  
 \$1,000,000 Occurrence  
 \$2,000,000 General Aggregate  
 \$2,000,000 Product-Completed Operations Aggregate
- If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
- 6.19.3.2** If your policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:  
 \$1,000,000 Occurrence (bodily injury & property damage combined)  
 \$1,000,000 Aggregate (applicable to products-completed operations only)
- 6.19.3.3** Products-completed operations liability must be maintained for not less than one (1) year after acceptance of completion of your work.
- 6.19.4** Evidence of your insurance coverage's, required herein, is to be provided to the District on Accord Certificate form 25 or 25-S and must indicate the following:
- 6.19.4.1** That your Commercial General Liability insurance policy includes coverage's for items specified in 6.19.3 above.
- 6.19.4.2** A "Best" rating for each of your insurance carriers at B+ VII or better.
- 6.19.4.3** That the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.
- 6.19.4.4** That Hamtramck Public Schools are additional insured on the General Liability policy certificate.
- 6.19.4.5** Any deviations in coverage provided by the Standard 1986 ISO Simplified General Liability policy form, and any deductible over \$1,000 applicable to any coverage.
- 6.19.4.6** General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess policies.
- 6.19.4.7** The District does not carry theft, glass breakage, or builders risk insurance. The selected vendor/contractor will make arrangements if these coverage's are desired. The selected vendor/contractor must provide an Installation Floater for the value of the contract to protect the District. The selected vendor/contractor must furnish to the District, a binder certifying each insurance policy required.

**6.20.0 MISCELLANEOUS CONTRACT PROVISIONS**

The awarded contract will be governed by the laws of the State of Michigan. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized District representative.

## **PRODUCTS AND SERVICES SPECIFICATIONS**

### **7.0.0 MINI NETBOOK COMPUTER PROJECT SPECIFICATIONS**

#### **7.1.0 INTRODUCTION**

These Product and Services Specifications provide the Bidder with the specifications for a Mini Netbook Computer Project requested by the District in this RFP. The intent of the Mini Netbook Computer Specifications and Charging Cart Specifications is to provide relevant information that allows the Bidder to bid the labor, supervision, tooling, materials, and miscellaneous mounting hardware and consumables to install a complete Mini Netbook computer solution at the District.

- 7.1.1** The selected vendor/contractor is responsible for proposing any and all items required for a complete Mini Netbook computer solution, even though it may not be identified in the specifications incorporated herein, and attach a Bill of Materials with the Bid.
- 7.1.2** The successful Bidder shall meet or exceed all requirements for the Mini Netbook Computer Project described in this RFP and any Bid attachment documents provided by the District.
- 7.1.3** If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the forgoing written specification shall take precedence.

#### **7.2.0 PURPOSE AND BIDDER RESPONSIBILITIES**

The intent of these Mini Netbook computer and Charging Cart specifications is to make available to all Bidders a standard specification for supplying Mini Netbook computers and Charging Carts in all K-12 educational facilities identified in the SOW, section 4.2.0.

- 7.2.1** The Mini Netbook computers and Charging Carts specifications identify the minimum performance criteria for the components encompassing a complete Mini Netbook computer solution that shall comply with the Mini Netbook Computers Specifications and Charging Carts Specifications, sections 7.4.0 through 7.8.0.
- 7.2.2** The product specifications, general design considerations, and installation guidelines for the Mini Netbook Project are incorporated herein this RFP.
- 7.2.3** The successful Bidder is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the Mini Netbook computers and Charging Carts supplied to and installed at the District.

#### **7.3.0 WARRANTY DOCUMENTATION**

The selected vendor/contractor(s) must furnish the District written warranty documentation. This warranty documentation shall include connectivity components and have one (1) point of contact person for all Mini Netbook computer and Charging Cart issues, where applicable.

- 7.3.1** The written warranty shall cover the installed Mini Netbook computers and Charging Carts against defects in workmanship, components, and performance, and follow-on support after project completion for a period of one (1) year from the date of the installation acceptance by the District.
- 7.3.2** The written warranty shall cover all labor and materials necessary to correct any/all failed portion(s) of the Mini Netbook Computer Project and demonstrate performance within the original installation specifications after repairs are accomplished.
- 7.3.3** The selected vendor/contractor shall provide said Mini Netbook computers and Charging Carts warranty at no additional cost(s) to the District.

#### **7.4.0 MINI NETBOOK COMPUTER SPECIFICATIONS**

The Mini Netbook Computer Project Bid must adhere to the foregoing product specifications, however, the District will consider alternate proposals provided the equipment meets or exceeds the following:

- 7.4.1 Product Line:** Mini
- 7.4.2 Product Series:** 5102
- 7.4.3 Product Model:** FN099UT
- 7.4.4 Product Name:** Mini 5102 FN099UT Netbook
- 7.4.5 Product Type:** Netbook
- 7.4.6 Processor Manufacturer:** Intel
- 7.4.7 Processor Type:** Atom
- 7.4.8 Processor Model:** N450
- 7.4.9 Processor Speed:** 1.66 GHz
- 7.4.10 Processor Core:** Single-core
- 7.4.11 Standard Memory:** 2 GB
- 7.4.12 Maximum Memory:** 2 GB
- 7.4.13 Memory Technology:** DDR2 SDRAM
- 7.4.14 Memory Standard:** DDR2-800/PC2-6400
- 7.4.15 Hard Drive Capacity:** 160 GB
- 7.4.16 Solid State Drive Capacity:** Not Included
- 7.4.17 Screen Size:** 10.10"
- 7.4.18 Graphic Mode:** WSVGA
- 7.4.19 Display Screen Type:** Active Matrix TFT Color LCD
- 7.4.20 Backlight Technology:** LED
- 7.4.21 Widescreen:** Yes
- 7.4.22 Graphics Controller Manufacturer:** Intel
- 7.4.23 Graphics Controller Model:** GMA HD
- 7.4.24 Network Technology:** Gigabit Ethernet, Wi-Fi, Bluetooth
- 7.4.25 Operating System:** Windows 7 Professional Downgrade to Windows XP Professional
- 7.4.26 Maximum Battery Run Time:** 4.50 Hour
- 7.4.27 Dimensions:** 0.91" Height x 10.30" Width x 7.09" Depth
- 7.4.28 Package Contents:** Mini 5102 FN099UT Netbook , Lithium-Ion Battery , AC Adapter , Power Cord
- 7.4.29 Green Compliance:** Yes
- 7.4.30 Green Compliance Certificate/Authority:** RoHS, WEEE, Energy Star, EPEAT Gold, IT Eco Declaration
- 7.4.31 Standard Warranty:** One (1) Year Limited

## 7.5.0 MINI NETBOOK COMPUTER QUANTITIES

<b>Building Name</b>	<b>Qty</b>
Dickinson East Elementary School	262
Dickinson West Elementary School	141
Holbrook School	100
Kosciuszko School	252
<b>Total:</b>	<b>755</b>

## 7.6.0 MINI NETBOOK COMPUTER TECHNICAL SERVICES SPECIFICATIONS

All Bid prices for the Mini Netbook computers listed in sections 7.4.0 and 7.5.0 must include the following technical services:

- 7.6.1 Basic design, installation, and documentation in both paper and electronic form
- 7.6.2 Initial configuration including, applying district supplied Fixed Asset Tags and scribing serial numbers on all devices
- 7.6.3 Load image, supplied by District, on all devices/computers
- 7.6.4 Deliver all devices/computers to district designated location and provide basic training for staff

## 7.7.0 CHARGING CARTS SPECIFICATIONS

The Mini Netbook computer Charging Carts portion of the Bid must adhere to the foregoing specifications, however, the District will consider alternate proposals provided the equipment meets or exceeds the following:

- 7.7.1 Identify and include the total number of Charging Carts necessary to charge every Mini Netbook computer at each facility listed in section 7.5.0
- 7.7.2 The charging carts must accommodate the total number of Mini Netbook computers at each facility without removing the batteries
- 7.7.3 **Product:** mLT30 Mini Netbook Cart with 5" balloon wheels for portability
- 7.7.4 **Features:** Storage capacity of up to 30 Mini Netbook computers with minimal footprint and easy access to electrical power
- 7.7.5 **Features:** Two-point locking front door for security and easy access
- 7.7.6 **Features:** Rear wire management trays for electrical storage in back of the unit
- 7.7.7 **Features:** Ventilated doors and panels for circulating airflow to keep Mini-Netbook computers cool

## 7.8.0 CHARGING CARTS TECHNICAL SERVICES SPECIFICATIONS

All Bid prices for the Charging Carts listed in section 7.7.0 must include the following technical services:

- 7.8.1 Basic design, installation, and documentation in both paper and electronic form
- 7.8.2 Initial configuration including, applying district supplied Fixed Asset Tags and scribing serial numbers on all devices/charging carts
- 7.8.3 Deliver all devices to district designated locations and provide basic training for staff

**APPENDIX A – INTENT TO BID FORM**

*If the Bidder intends to submit a Bid for the Mini Netbook Computer Project at Hamtramck Public Schools, this Intent to Bid Form must be completed and returned via mail, fax or email to the District no later than May 5, 2010.*

Please complete and return to:

**Robert Rice, Triple R Consultants**

**c/o Hamtramck Public Schools**

**3201 Roosevelt Street**

**Hamtramck, Michigan 48212**

**Phone: 810.923.9290**

**Fax: 248.446.8125**

**Email: bob@triple-r.us**

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I will attend the scheduled walkthrough meeting at **10:00 A.M.** on **May 5, 2010.**

Yes  No (Check one)

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B – BID SIGNATURE PAGE**

*I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.*

**Submitted By:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***Do not write below this line: For District Use Only***

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The following items are enclosed and/or included on the Bid:

- |   |   |
|---|---|
| <input type="checkbox"/> Proposal(s) (in triplicate)  | <input type="checkbox"/> Bid Signature Page (Appendix B)            |
| <input type="checkbox"/> Bid Bond/Cashier's Check (5% of Bid)                                 | <input type="checkbox"/> Bill of Materials (Appendix C)             |
| <input type="checkbox"/> Four (4) references, one (1) of which is a school or school district | <input type="checkbox"/> Familial Disclosure Affidavit (Appendix D) |

**APPENDIX C – BILL OF MATERIALS**

I/we, the Bidder, hereby propose to furnish, deliver and install the below listed items for the unit price indicated in accordance with the terms, conditions and specifications included in the Request For Proposals – Mini Netbook Computers and Charging Carts. **NOTE: The Bidder may attach additional pages for Bill of Materials as needed.**

**BASE BID - Mini Netbook Computer (Must include all components and installation costs)**

Quantity	Building Name	Unit Price	Total Price
<b>Grand Total:</b>			

**ALTERNATE 1 BID - Mini Netbook Computer (Must include all components and installation costs)**

Quantity	Building Name	Unit Price	Total Price
<b>Grand Total:</b>			

**BASE BID - Charging Carts (Must include all components and installation costs)**

Quantity	Building Name	Unit Price	Total Price
<b>Grand Total:</b>			

**ALTERNATE 1 BID - Charging Carts (Must include all components and installation costs)**

Quantity	Building Name	Unit Price	Total Price
<b>Grand Total:</b>			

**APPENDIX D - FAMILIAL DISCLOSURE AFFIDAVIT**

*All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the Board of Education of the District and/or the Superintendent of the District.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the Bidder), pursuant to the familial disclosure requirement provided in the Hamtramck Public Schools Mini Netbook Computer Project Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder or any employee of the Bidder, and any member of the Hamtramck Public Schools Board of Education and/or the Superintendent.

**The following are the Bidders familial relationship(s) with the Hamtramck Public Schools:**

	<b>Bidder/Employee</b>	<b>Name Related to:</b>	<b>Relationship</b>
1.	_____	_____	_____
2.	_____	_____	_____

(Attach additional pages if necessary to disclose all familial relationships.)

**There is no familial relationship that exists** between the Bidder and/or any employee of the Bidder and any member of the Hamtramck Public Schools Board of Education and/or the Superintendent.

**Bidder:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_  
County, \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public Signature) **SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_