Date:

Subject: Request For Proposal, #BD1785, Chromebooks

Enclosures: (1) Request for proposal cover sheet
(2) General terms and conditions
(3) Special terms and conditions
(4) Scope of work/Specifications
(5) Pricing template

To: All prospective bidders:

Thank you for obtaining this Request for Proposal on line.

Please note: Denver Public Schools’ Strategic Sourcing Department is also using an on-line ‘Bid Provider’ service, ‘Bid Net’. Please refer to Bids and Proposals section under Doing Business/Bids option on the DPS Strategic Sourcing website for official bid documents. Please, carefully review the proposal as the District’s proposal documents have been revised.

Enclosed, please find a Request for Proposal to provide Denver Public Schools with a proposal for Chromebooks. Unless otherwise noted, (bidders) must provide a proposal on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical dates:

1) RFP Issue date – Tuesday, November 22, 2016.
2) Bidder Optional Conference Call – December 6, 2016 11:00 AM (local Denver time). This pre-bid conference call will review the scope of work documents and requirements of the RFP with potential bidders. The maximum time for this call will be one hour. Please note that in order to participate in this call and to receive dial in bridge information; you must email Ryan Harter, Ryan-Harter@dpsk12.org by 3pm MDT, Monday, December 5th, 2016. Due to space limitations, we cannot have any vendors on-site for this call.
3) Questions due date – Monday, December 12, 2016, 3PM, Mountain Standard Time.
4) Proposal due date - Proposals must be received in the District’s Strategic Sourcing Office on or before Tuesday, December 20th, 2016, 3PM, Mountain Standard Time. Proposals received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering your response on the due date, allow enough time to find parking (the District does have a parking lot but space is limited and access may be denied) and security check-in. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows - Denver Public Schools, Strategic Sourcing Department, 780 Grant Street, Denver, Colorado 80203, Attn: BD#1785.
5) Proposal Expiration date- Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than (90) days from the proposal due date as indicated herein.

Please be advised that the award is based upon the content of the bidder’s proposal. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging.
Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer via email.

Sincerely,

Ryan Harter, Senior Manager Strategic Sourcing
REQUEST FOR PROPOSAL BD1785 CHROMEBOOKS

COVER SHEET-FILE IN TAB A

Date: November 22nd, 2016
Proposal number: BD1785
Proposal title: Chromebooks
Proposals will be received until: Tuesday, December 20th, 2016
3:00 p.m., local standard time
at 780 Grant Street
Denver, Colorado  80203
Goods or services to be delivered to or performed at: District-Wide
For additional information please contact the buyer: Ryan Harter
720-423-1309
Email Address ryan_harter@dpsk12.org
Documents included in this package:
  Request for Proposal Cover Sheet
  General Terms and Conditions
  Special Terms and Conditions
  Scope of Work/Specifications
  Pricing Template

If any of the documents listed above are missing from this package, they may be picked up at 780 Grant Street. If you require additional information, call the Denver Public Schools contact person.
The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

**PRINT OR TYPE YOUR INFORMATION**

| Name of Company: ________________________________ | Fax: __________ |
| Address: ____________________ | City/State: ________________ | Zip: __________ |
| Contact Person: ____________________ | Title: ________________ | Phone: __________ |
| Authorized Representative’s Signature: ____________________ | Phone: __________ |
| Printed Name: ____________________ | Title: ________________ | Date: __________ |
| Email Address: ____________________ | Approved by: ________________ | Date: __________ |
| Reviewed by: ____________________ | Date: __________ |
REQUEST FOR PROPOSAL BD1785 CHROMEBOOKS

GENERAL TERMS AND CONDITIONS

I. APPLICABILITY. These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” or “Responses”) made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

II. CONTENTS OF OFFER

a. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.

2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department’s procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.

4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.
b. **Open Records.** Disclosure of information to the District. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

c. **Worker’s Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker’s Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker’s Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days’ prior notice to the District.

d. **Clarification and Modifications in Terms and Conditions**

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.

2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a written request for clarification to the District’s Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

*Any official interpretation of this Solicitation must be made, in writing, by an agent of the District’s Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District’s Strategic Sourcing Department.*

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Strategic Sourcing Department web site ([http://purchasingts.dpsk12.org/bids/default.asp](http://purchasingts.dpsk12.org/bids/default.asp)). Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial
download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

e. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.

2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.

3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF OFFER

a. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed in blue ink by the authorized agent of the Vendor.

2. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Offers. If the Vendor’s authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.

3. Unit prices shall be provided by the Vendor on the Solicitation’s Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4. Alternate Offers will not be considered unless expressly permitted in the Specification’s Special Terms and Conditions.

5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.
b. Submission

1. The original offer shall be sealed in an envelope with the vendor’s name and the RFP number on the outside and marked, ‘Master’. This master copy shall be sent or delivered to the District’s Strategic Sourcing Offices- Denver Public Schools, 780 Grant Street, Denver, Colorado 80203.

2. Furnish one complete copy of your Proposal on a portable storage drive device (thumb drive) along with the master paper copy. The District will distribute this electronic version for evaluation. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.

3. In the event that there is an “Open Records Request” the District asks that each vendor furnish one (1), electronic redacted (as needed) version of their proposal. Be sure to clearly mark each proposal as “Master” or “Redacted”. The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled. When the District has an “Open Records Request” each vendor has 36 hours to respond or we will provide the original bid response.

4. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.

5. Offers submitted via facsimile machines or email will not be accepted.

6. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors’ Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District’s terms and conditions, or if they are not in the best interests of the District.

c. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor. (Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking. Space is limited in the District’s parking lot and additional time may be required for security check in).

d. Supplier Portal. All Vendors are required to register on the DPS Supplier Portal. Access to the portal is at: http://purchasing.dpsk12.org/suppliersvendors/.
IV. MODIFICATION OR WITHDRAWAL OF OFFERS

a. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District’s Strategic Sourcing Department must have the Vendor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District’s Strategic Sourcing Department will be considered the valid modification.

b. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

a. Rejection of Offers. The District may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
2. Re-advertise this Solicitation;
3. Postpone or cancel the process;
4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.

b. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:

1. The Vendor misstates or conceals any material fact in its Offer;
2. The Vendor’s Offer does not strictly conform to the law or the requirements of the Solicitation;
3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions;
4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation’s Special Terms and Conditions and/or Technical Specifications; or
5. The Offer has not been executed by the Vendor through an authorized signature on the Specification’s Cover Sheet.
c. **Elimination From Consideration**

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

d. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. **COMPLIANCE WITH LAW AND DISTRICT POLICIES**

The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance,

a. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

b. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

c. **DEBARMENT, SUSPENSION CERTIFICATION**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."
VII. AWARD OF CONTRACT

The District shall award a contract to a Vendor through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor’s Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

VIII. APPEAL OF AWARD

Vendors may appeal by submitting, in writing, a detailed request for reconsideration to the District's Director of Strategic Sourcing within 72 hours after the recommendation of award is posted on the Strategic Sourcing Department’s website at http://purchasingts.dpsk12.org/bids/viewawardedbids.asp, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

IX. CONTRACTUAL OBLIGATIONS

a. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

b. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.

c. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.

1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.

2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.

3. In accordance with the District’s policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.

4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.

d. Delivery. Prices, quotes and deliveries are to be FOB destination, freight prepaid, and shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for...
cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor’s price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

e. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

X. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

XI. TERMINATION OF CONTRACT

a. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

b. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District’s inability to continue with the contract due to the elimination or reduction of funding.
XII. EVALUATION CRITERIA

a. This RFP will be evaluated by an evaluation team consisting of the staff members from the Denver Public Schools’ Department of Technology Services (DoTS). This evaluation committee will evaluate and score proposals based upon the written responses to the RFP.

Round One will be based on written responses provided to the District for the RFP. After all responses have been evaluated and scored, if necessary, the Committee may invite a limited number of the highest scoring vendors to participate in “Round Two” where they will present to the Committee. The number of Vendors who are invited to participate in the second round will be determined by the Committee after the written responses have been scored.

Please Note: Round One will have a maximum point value of 100. The evaluation Committee will evaluate and score Round One proposals based on the following pre-established criteria:

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<tr>
<th>Section</th>
<th>Category</th>
<th>Points</th>
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<tbody>
<tr>
<td>A</td>
<td>Solution (TAB B)</td>
<td>10</td>
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<tr>
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<td>--Management summary</td>
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<td>--Terms and conditions compliant</td>
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<td>--Written warranty certificates</td>
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<td>B</td>
<td>Qualifications and Abilities (TAB C)</td>
<td>10</td>
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<td>--Description of firm and organization, size and background</td>
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<td>--Relevant references - School Districts, Municipalities or other industries for compensation experience</td>
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<td>--Past performance</td>
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<td>C</td>
<td>Cost Quotations (TAB D)</td>
<td>30</td>
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<td>--Discounts</td>
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<td>--Incentives</td>
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<td>--Programs or equipment offered</td>
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<td>D</td>
<td>Schedule and Project Implementation (TAB E)</td>
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<td>--Overview</td>
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<td>--Customized On-Line Store</td>
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<td>--Local Support and Services Offered</td>
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<td>E</td>
<td>Customer Service Level</td>
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<td></td>
<td>--Ability to perform services offered</td>
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<td>F</td>
<td>Equipment evaluation</td>
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<td>--Details of systems provided for evaluation</td>
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<td>--Programs or equipment offered. DPS not responsible for damage to eval systems</td>
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<tr>
<td>G</td>
<td>MyTech (Scored separately - scoring below. Scoring from that section will be scaled to 25 points)</td>
<td>25</td>
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Total points possible 100
If necessary Round Two, will be an in-person presentation to the Committee. Vendors that are invited for this round should be prepared for oral presentations. Vendors will be notified via email that they have been invited to participate in this round. The invitation for Round Two will contain information on what needs to be presented and how the presentations will be scored.

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<th>MyTech Scoring</th>
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<td><strong>Cost and Financing options</strong></td>
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<td><strong>Services</strong></td>
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<td>--Evaluation of services that support take-home 1:1 implementation</td>
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<td>--Enrollment</td>
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<td>--Device repair</td>
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<td>--Device replacement</td>
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<td>--Summer refresh</td>
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<td>--Ability to perform services offered</td>
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<td><strong>Equipment</strong></td>
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<td></td>
<td>--Evaluation of offered equipment in addressing the needs of take-home 1:1 implementation</td>
<td>15</td>
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<td><strong>Accessory Equipment</strong></td>
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<td>--Evaluation of offered equipment and pricing in addressing the needs of take-home 1:1 implementation</td>
<td>10</td>
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<td>--Shells</td>
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<td>--Adapters</td>
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<td><strong>Total points possible</strong></td>
<td>100</td>
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</tbody>
</table>

The District reserves the right to conduct negotiations with vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other vendors. Once an award is made, the solicitation file and the proposals contained therein will be of public record.
REQUEST FOR PROPOSAL BD1785 CHROMEBOOKS

SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

- Tuesday, November 22, 2016: Distribute Request For Proposal
- Tuesday, December 6th, 2016: Optional pre-bid conference
- Monday, December 12th, 2016: Deadline for submitting questions
- Tuesday, December 20th, 2016: Proposal deadline
- Week of January 16th, 2017: On-site Presentations if needed
- February: Award contract

PURPOSE: Denver Public Schools is seeking a vendor to provide Chromebooks.

TERM OF CONTRACT: 1 year

ESTIMATED QUANTITIES: Estimated quantities or estimated dollars are provided in this solicitation for the Vendor’s guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The District is not obligated to place an order for any given amount subsequent to the award of this Solicitation. Estimates quoted on the Specification and Pricing Form are based on the District’s actual needs and usage during the previous contractual period or prior twelve-month period, whichever is longer. Said estimates may be used by the District for purposes of determining the low Vendor meeting Specifications.

OPTION TO RENEW FOR SUBSEQUENT YEARS (MAINTAINING SAME PRICES): The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the District shall have the option to renew the contract for two (2) subsequent one year periods, provided, however, that the Vendor will maintain the same prices or discounts that were awarded during the initial contract. The optional renewal periods shall not exceed three years. Continuation of the contract beyond the initial period is a District prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the District.

CONTRACT SUPPORT: The Vendor must have demonstrated its capability to provide such system contract support to other customers to be eligible for this award.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District’s Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

DISCOUNTS OFFERED DURING TERM OF CONTRACT: The successful Vendor(s) may offer the District discounts below the original prices quoted in the Response during the term of the contract. In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.
INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor’s contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability
- Policy form: Occurrence
- Policy Aggregate $ 2,000,000
- Products/completed operations aggregate $2,000,000
- Each occurrence limit $1,000,000
- Personal & advertising injury limit $1,000,000
- Products/completed operations
- Defense in excess of limits
- Per location / per job aggregate limit
- Blanket contractual
- Independent contractors
- Primary & non-contributory
- Show Waiver of Subrogation in favor of the District
- All locations / operations (if not, show district job/location specifically)
- Name the District as “Additional Insured”

Automobile Liability
- Combined single limit $1,000,000
- Any auto (or Hired & Non-owned, if you own no vehicles)
- Show Waiver of Subrogation in favor of the District
- Primary & non-contributory
- Auto pollution liability (IF you carry any hazardous cargo)
- If the Vendor is providing repairs to District vehicles on the Vendor’s property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations
- Name the District as “Additional Insured”

Professional Liability: {IF you render professional services}
- Policy form: Occurrence (if not, claims-made retro date must predate our contract or date of service)
- Per claim or occurrence limit $ 1,000,000
- Blanket contractual
- Primary & non-contributory
- Show Waiver of Subrogation in favor of the District
- Per location / per job aggregate limit
- Defense in excess of limits
- Designated profession must be applicable to your work for our company
- Name the District as “Additional Insured”

**Pollution Liability:** *(IF you have any pollution exposure)*
- Policy form: Occurrence (if not, claims-made retro date must predate our contract or date of service)
- Per claim or occurrence limit $1,000,000
- Blanket contractual
- Primary & non-contributory
- Show Waiver of Subrogation in favor of the District
- Per location / per job aggregate limit
- Defense in excess of limits
- Designated Location or Operation must be shown as per your contract for the District
- Name the District as “Additional Insured”

**Umbrella:**
- Policy form: Umbrella
- Each occurrence or claim limit: $1,000,000
- Excess commercial general liability
- Excess Products/completed operations
- Show Waiver of Subrogation in our favor
- Excess automobile liability
- Excess professional liability *(if you provide professional services)*
- Excess pollution liability *(if any pollution exposure exists)*
- Excess employer’s liability
- Blanket contractual
- Per location / per job aggregate limit
- Defense in excess of limits
- Primary & non-contributory
- All locations / operations *(if not, designate specific project or location)*
- Name the District as Additional Insured including Products/Completed Operations

**Workers’ Compensation:**
- Workers Compensation benefits: per Colorado Statute
- Employers liability – limit per accident $100,000
- Employers liability – limit per disease $100,000
- Employers liability – disease aggregate $500,000
- All owners/officers who will be on District property or job site must be covered
- Show Waiver of Subrogation in favor of the District
- Coverage must apply to workers in Colorado
Insurance companies providing the coverage specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required below.

**Insurance Certification:** Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to furnish the District’s Purchasing Department with a Certificate of Insurance which indicates that insurance coverage have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

**CONFIDENTIALITY.** Information furnished by Denver Public Schools that identifies, teachers, salaries, students and related data is all considered confidential. The contractor and its employees, agents or subcontractors shall be allowed access only as needed in performance of the analysis as requested within this RFP. The Contractor shall not use any of this confidential information for any other purpose other than carrying out the Contractor’s obligations under this agreement for services. The Contractor shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Contractor may be held liable for improper disclosure. Contractor shall promptly notify DPS of any request for disclosure of confidential information received by the Contractor. The Contractor agrees to hold DPS harmless for violations of confidentiality by the Contractor.

**WORK PRODUCT.** The work product generated from this analysis shall become the property of Denver Public Schools.

**SALES TAX:** The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

**SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION:** After the Responses are opened by the District, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the District during the contract period. Such demonstrations will be provided to the District for evaluation by, and at no cost to, the District. If a demonstration of competency is required, the District will notify the Vendor of such and will specify the deadline for providing the demonstration. The District reserves the right to establish its own procedures for evaluating the Vendors’ competencies and abilities. On the basis of these evaluation criteria, the District shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.

**COOPERATIVE PURCHASING EFFORTS:** Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC-Cooperative Educational Procurement Council).

We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting here from would establish its own contract,
issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

CONFIDENTIALITY, DATA PROTECTION

1. The vendor shall adhere to the mandates of federal, state, and local ordinances and statutes, and DPS Board Policy, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children’s Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501–6505 and Colorado’s Student Data Transparency and Security Act, with regard to the protection of data made available by the District.

2. The vendor shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation is to be made on record and evidence of this is to be provided to the District upon its request.

3. The vendor shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. The vendor shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops and PDAs. All data transmitted over the Internet must be encrypted.

4. Upon request, at the latest, upon the cessation of the contractual relationship between the District and the vendor, all existing data in this context is to be returned to DPS or is to be irretrievably deleted by the vendor. The deletion shall take place, at the latest, upon the expiry of mandatory data protection law periods. Upon request by the District, the deletion is to be confirmed in writing.

5. In the event a breach of the obligations herein detailed or if indications of such a breach exist, the vendor hereby undertakes to inform the District of that fact without undue delay.

6. The District shall be entitled to monitor the compliance with the data protection provisions by the vendor. For this purpose, the individual authorized by the District to monitor the data protection compliance shall have access to the business of the vendor after written prior announcement at the usual business times, insofar as the business will not be unduly interrupted. Support is to be given to this individual in the monitoring process.

7. The vendor must provide clear notice to the District before making any material changes to vendor’s privacy policy.

8. The District shall be entitled to timely access data and correct data held by the vendor that is factually incorrect in response to a parent/guardian request.
9. The vendor can only utilize the student data for the purposes specifically authorized by the District and cannot set up a personal profile of a student unless to support purposes authorized by the District.

10. Vendor cannot sell data or use/share data for targeted advertising to students.

11. Vendor cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by District and sub-contractors, partners, or other third parties agree to District’s Terms of Use.

CONFIDENTIAL INFORMATION BELONGS SOLELY TO THE DISTRICT. The District’s Confidential Information and all other confidential information and data relating to the District’s business are the District's exclusive property, and the Contractor therefore agrees that:

1. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;

2. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;

3. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District’s Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District’s interests;

4. On the District’s request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;

5. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and

6. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

METHOD OF PAYMENT: The successful vendor shall submit accurate quarterly invoices to the District. This invoice shall be submitted to the District's Accounts Payable Department. The invoice shall reflect the appropriate Purchase Order number, the service location(s) and the type of service provided to the District.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies\ and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District’s Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.
REQUEST FOR PROPOSAL BD1785 CHROMEBOOKS

SCOPE OF WORK/ SPECIFICATION
SECTION I – District Background & Objective

1. District Background

The District has an enrollment of approximately 87,398 students of which 39% are English Language Learners. The District employs 5,245 Teachers and a total 14,792 full and part time professional and support personnel located in 185 schools in addition to several office facilities. The breakout of schools by grade level is as follows.

- ECE-K: 3
- Elementary: 86
- ECE-8 Schools: 20
- ECE-12 Schools: 4
- Middle: 22
- 6-12: 19
- High Schools: 31

The District organizes its schools into networks led by an Instructional Superintendent. There are currently eleven networks - six elementary networks and five secondary networks.

The Denver Public Schools Board of Education established the Denver Plan 2020 as the District’s five-year strategic plan. With the vision of Every Child Succeeds, DPS has committed to five specific goals designed to close academic achievement gaps and prepare all students for success in college and careers. The Denver Plan describes the following goals.

1. Great schools in every neighborhood: By 2020, 80% of DPS students will attend a high-performing school, measured by region using the District’s school performance framework (SPF)
2. A foundation for success in school: By 2020, 80% of DPS third grade students will be at or above grade level in reading and writing, lectura and escritura.
3. Ready for college and career: By 2020, the four-year graduation rate for students who start with DPS in ninth grade will increase to 90%. The District will also double the number of students who graduate college and career ready, as measured by the increasing rigor of the state standard.
4. Support for the whole child: By 2015, a task force, including DPS staff, community partners, and city agencies providing services to DPS students, will recommend to the Board of Education a metric to measure this goal and track progress.
5. Close the opportunity gap: By 2020, the graduation rate for African-American and Latino students will increase by 25 percentage points. Reading and writing proficiency for third-grade African-American and Latino students will increase by 25 percentage points.
RFP Purpose

There are two objectives for this Request for Proposals (RFP):

1. To solicit proposals from qualified and interested firms to establish a contract to purchase Chromebook laptops for classroom use.
2. To solicit proposals from qualified and interested firms to lease OR purchase all labor, materials, supplies, support and project management for a student computing initiative that will provide Chromebook laptops to 7700 secondary school students over a 3 year period for classroom and home use.

DPS is exploring the financial viability of using managed services for their 1:1 Chromebook initiative and reserves the right to decide not to select or award any competitor objective #2. DPS may ultimately decide to purchase all of the Chromebook laptops needed over the next three years and to internally provide all services related to the 1:1 take-home initiative. Vendors who can only provide objective #1 are eligible to submit a bid.

While it is the intent of this RFP to provide information on the district’s requirements for purchasing Chromebook devices to serve the majority of our schools and also to ensure successful 1:1 take-home student computing initiative, it is the responsibility of the Respondent to include any and all items required for a complete and comprehensive solution, consistent with the current DPS networking infrastructure. Additionally, Respondents should demonstrate successful implementation of laptops or similar devices in a K-12 wireless environment.
SECTION II – Scope or Work / Requirements Chromebook Purchase

A. Solution (TAB B)
A management summary must be included which provides an overview of the vendor’s proposal and highlights the benefits. Vendors should emphasize why their solution is best suited to meet the needs of the District. An authorized official who can represent the information provided must sign this summary. The vendor’s response to each of the requirements and other requests for information is contractually binding.

Vendors will include product information on all items being offered. All proposed systems and components must be enterprise business-class. No consumer grade systems and/or components will be accepted. Vendor shall include a copy of its written warranty certificates.

Vendor response: (vendor’s management summary)

B. Qualifications and Abilities (TAB C)
Provide a brief description and history of your company including current size, organization and support staff, company’s market share for Chromebooks, number of installations in the past year and a general overall profile. Vendors must include in this section a copy of their 2015 audited annual financial report or public annual report.

Vendors qualification evaluation will be based on the opinions of the District and may also be based on past performance with references that are provided by your firm. Vendor will provide at least three references of companies or school districts of similar size that have been provided with product within the last twelve months (not including Denver Public Schools). The list must include:
1. Company or School District name and address,
2. A contact name and title,
3. Contact’s current phone number

Vendor response:

C. Cost Quotations (TAB D)
State the price for each system (found on page 22) as proposed. Include the cost of annual maintenance after the warranty period and/or system support. All costs should be guaranteed to the District.

This proposal must be quoted FOB destination, freight prepaid.
Vendor response:
The specifications listed below establish minimum requirements for the student Chromebooks. Offerors are encouraged to submit proposals for solutions that exceed the minimum requirements to ensure that the goals are being met for the life of the project. Items exceeding the minimum requirements will be duly noted during the evaluation process. It should be noted that the District may allow schools to purchase refurbished Chromebooks from alternate vendors. For the purpose of this RFP we are only evaluating new items. Award of this contract guarantees that all new Chromebook purchases will be made with the awarded vendor.

Please provide Chromebook models to address the following needs –
(Include etching and Google licenses into the price of each Chromebook)
1. A base model Chromebook.
2. A Chromebook with touchscreen and tablet functionality.
3. A ruggedized Chromebook for heavier usage.

Please provide pricing for the system configurations. All proposed systems and components must be enterprise business-class. No consumer grade systems and/or components will be accepted.

**Minimum Requirements**
Processor: 1.6 GHz
Memory: 2.0GB, DDR3
Graphic Card: HD Graphics
11 inch display w/ **1366x768** resolution or better
Video Out: VGA port, DisplayPort, or HDMI
Hard Drive: 16GB
Battery: rated for 8hrs
USB 2 Ports
Web Camera 1.0 MP HD
Headphone Out
Microphone In
Wireless: **802.11a/g/n/ac 2x2**

**Base Model**
Price:______________________________________________

**Touchscreen Chromebook**
Price:______________________________________________

**Rugged Chromebook**
Price:______________________________________________
**Optional Equipment Upgrades** (please provide full specifications on the equipment quoted below)

Shell $_____________

Carrying Cases $_____________

A/C Adapter $_____________

Display Adapter $_____________

Chromebook Cart $_____________

**D. Implementation plan for organizing and developing business processes necessary for a successful partnership with Denver Public Schools (TAB E)**

1. **Overview**
   i. As part of this response the Vendor must state discount off of list on all current and future technologies that fall under personal computers. E.g. if a new product is released or if the District purchases product outside of the standard configuration we require a contracted discount rate to ensure the lowest possible pricing throughout the term of the agreement.

   **Vendor response:**

   ii. The Vendor shall provide the same discounting on all marked lines.

   **Vendor response:**

   iii. This contract will cover all existing Chromebooks meeting the District’s specifications. This includes all replacement models and newly released technology.

   **Vendor response:**

2. Vendor will include information on support options including but not limited to:
   i. Web access for troubleshooting equipment

   **Vendor response:**

   ii. Phone support for level two troubleshooting

   **Vendor response:**
iii. Quick response time for troubleshooting support

Vendor response:

3. Power supplies
   Vendor response:

4. Battery
   Vendor response:

5. Motherboards
   Vendor response:

6. Memory
   Vendor response:

7. Other components (E.g. NIC’s, fans, laptop hinges and latches, etc.)
   Vendor response:

8. Vendor will provide equipment information including but not limited to:
   i. The meantime before failure statistics on:
      Vendor response:
   ii. The percentage of equipment that is “dead on arrival”.
      Vendor response:
   iii. The length of time internal components remain the same throughout the life of a specific model.
      Vendor response:
   iv. How does a change in components or chipset to a standard configuration machine impact existing orders that were quoted with the previous/replaced components?
      Vendor response:
   v. How does the vendor handle or road map the end of life product(s). Submittal of evaluation products? Reference docs?
      Vendor response:
9. Customized DPS/Vendor on-line store:

   i. This website must:
      a. Have multiple access levels for buyers, technology personnel and end users.
         **Vendor response:**

   ii. Allow buyers to track orders.
        **Vendor response:**

   iii. The Vendor will update their web page every 24 hours with current pricing information.
        **Vendor response:**

   iv. The Vendor will provide a turnaround of 48 hours for configuration changes to its web page.
        **Vendor response:**

   v. The Vendor will provide DPS the option to include shipping palletization when ordering online.
      vi. **Vendor response:**

   vii. The Vendor will provide multiple levels of access (end user, non-buyer with access to all DPS on-line quotes and buyer).
        **Vendor response:**

   viii. The Vendor will provide Purchase Order Status and delivery information on-line utilizing the District’s purchase order number.
        **Vendor response:**

   ix. The vendor will detail the customers’ ability to run reports on purchase history.
        **Vendor response:**

6. Vendor will include information on local support and services offered:

   i. Due to the service level required in conjunction with this Solicitation, the Vendor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.
      **Vendor response:**
ii. Vendor must provide the names, addresses and telephone numbers of warranty providers in the State of Colorado
   
   Vendor response:

iii. Vendor must provide a fully comprehensive and detailed program for their entire process for handling warranty services. This must minimally include the following components:
   1. List of all local authorized service providers and their company profile
   2. Employee resumes and certifications for Service Account Manager and technicians supporting the District.
   3. Pick-up and delivery process and timeline for repaired hardware
   4. Provide the average percentage of equipment that can be repaired on-site
   5. Average repair time frame (from initial service call until resolution),
   6. Remediation of customer service issues. (customer/support must have clear escalation,)

   Will the district have a single point of contact for service issues? Describe your customer service plan to the district. How will issues be handled? Single point of contact?

   Vendor response:

iv. Vendors are asked to ensure performance of their services as represented in this proposal. The cost, warranty and all terms and conditions of performance contained in the response, must be guaranteed to the District.

   Vendor response:

7. Meetings:
   i. Quarterly meetings with the district Vendor Account representative will be required along with bi-annual meetings with the Vendor regional manager at a DPS site.

   Vendor response:

   ii. Vendor representative(s) will be required to introduce and train DPS technical staff on new product lines at a DPS site.

   Vendor response:

8. Testing and Evaluation of New Equipment:
   i. When standard models are transitioned by the Vendor, the Vendor will provide DPS with one each of the new models within the product group one week within the release of the new model. These systems will be configured by DPS for testing and evaluation of the Vendors’ latest technology in order for DPS to determine recommended configurations. These systems will be provided by the vendor at no cost to the District and will become District property.

   Vendor response:
9. Receiving Orders
   i. The Vendor must palletize any order over five units in size.
      
      **Vendor response:**

   ii. The Vendor must provide consistent and accurate labeling on the outside of all boxes to include Purchase Order Number and final destination location, i.e., school/department as identified on the Purchase Order.
      
      **Vendor response:**

10. Information
   i. The Vendor must provide timely quotes within 24 hours.
      
      **Vendor response:**

   ii. The Vendor must provide notice to the DPS single point of contact of any planned discontinuance of any item in any product line, including pricing and replacement items.
      
      **Vendor response:**

11. Billing
   i. Vendor must provide consolidated invoices.
      
      **Vendor response:**

   ii. Vendor must provide consolidated invoices.
      
      **Vendor response:**

   iii. Vendor must confirm if they will accept Visa payments for payment of invoices.
      
      **Vendor response:**

E. Areas of specific interest to DPS in measuring service level. Please respond to each sub-section. (TAB E)

1. Enrollment
   i. The Vendor will provide information on its ability to enroll Chromebooks into the dpsk12.net domain.
      
      **Vendor Response:**

2. Etching
   i. The Vendor will provide information on its ability to etch Chromebooks with DPS-provided logo.
      
      **Vendor Response:**
3. Recycling Program
   i. The Vendor will provide information on its recycling program and any discounts that are provided as part of this proposal.
   Vendor Response:

4. Return Policies and Procedures
   i. The Vendor will provide information on its return policies and procedures
   Vendor response:

5. Asset Tagging
   i. The Vendor will provide information on its ability and pricing to tag computer equipment with DPS provided asset tags prior to shipping.
   Vendor response:

   ii. The Vendor will provide information on its ability to provide spreadsheet reporting on tagged assets.
   Vendor response:

6. Value Added
   Vendor response:

7. Implementation – Schedule & Project Implementation
   Vendor response:

F. Equipment may be required during evaluation (TAB F)

Vendors may be required to provide, at no charge to Denver Public Schools, systems for evaluation. The evaluation will determine that the vendors’ equipment meets or exceeds all specifications. Vendors will be notified one week in advance of when and where to deliver computer systems. Systems must be the same unit offered in this proposal. Vendor will be required to install and make operational, complete with monitor and operating system software, for evaluation.

Failure to deliver operational systems in time allowed will be grounds for disqualification. Vendors will be responsible for delivery and pick-up of their systems. Denver Public Schools will not be responsible for any damage accidentally incurred during evaluation.

Vendor response:
REQUEST FOR PROPOSAL BD1785 CHROMEBOOKS

Section III - Proposal Preparation and Submission Requirements

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

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  - Provide a minimum of three client references; including complete addresses, telephone numbers and contact person. Describe the contract for each reference.
- **TAB G** – Redacted Bid Response
PART 2: REQUEST FOR PROPOSAL BD1785 CHROMEBOOKS

Scope of Work/Specifications for Managed Services for Chromebook 1:1 Take home Initiative

Background for this initiative:

A. Overview: Contractor will be expected to provide a comprehensive solution which includes hardware, as well as the support of the hardware. Support should include but not be limited to:

1. Etching Chromebooks with DPS-provided logo
2. Enrollment in the DPS domain. Verification of the device serial number for visibility in the DPS Chrome Management Console
3. Initial device delivery and distribution
4. Summer refresh / device wipe process
5. Warranty / damage repair service
6. Technical support
7. Asset inventory
8. Project management
9. Disposal of equipment

B. Student Chromebooks and Accessories for 1:1 Deployment

The specifications listed elsewhere in this document establish minimum requirements for the student Chromebooks and accessories. Respondents are encouraged to submit proposals for solutions that exceed the minimum requirements to ensure that the goals are being met for the life of the project. Items exceeding the minimum requirements will be duly noted during the evaluation process.

Chromebooks offered for this proposal should be ruggedized. Additionally, DPS is interested in proposals for a protective shell specifically designed to protect the unit being proposed. DPS is also interested in proposals that include a carrying case that would allow students to transport the device from home to school. Please include proposals for shell and case as options in the proposal.

Student Chromebook:

Requirements for rugged Chromebook in section ZZZ of this document

Student Chromebook shell

Student Chromebook carrying case
C. Quantities and Time Frame

DPS estimates it will utilize the following number of Chromebook laptops in its 1:1 take-home initiative, which includes an accommodation for growth over the life of the lease or three years from date of deployment: DPS reserves the right to purchase more or less at the agreed upon pricing based upon actual requirements.

- July 1, 2019 – June 30, 2020 – Continued support for the 7700 Chromebook laptops already deployed.
- Service Spares – Students should be able to swap out a defective Chromebook within 24 hours of notification from DPS during school calendar days or receive a Chromebook in case of theft or loss. Chromebooks that have been returned to the contractor for service/repair shall remain the property of the Contractor.

D. Financing Requirements

DPS will consider both purchasing and leasing devices in accordance with the following provisions:

1. Purchase
   
a. Respondents should provide a copy of all proposed purchase options.

   b. The initial contract payment should be subject to full deployment and acceptance of the “System” by DPS.

   c. Respondents should provide a listing of all costs included in the purchase and annual fees, (e.g. equipment, software licenses, training and training materials, deployment, maintenance and all other required services and support) for three years from date of deployment.

   d. The total cost for the complete solution should be referenced in the Pricing Schedule of this RFP.

   e. Contractor should guarantee per unit purchase / lease price and all additional software and service costs for the duration of the contract.

2. Finance / Lease

   a. Respondents should provide a copy of all proposed lease/purchase options, including proposed payment schedules.

   b. The initial contract payment should be subject to full deployment and acceptance of the “System” by DPS.

   c. For leasing options shown below, Respondents should provide a listing of all costs included in each proposed lease/purchase option, (i.e. equipment, software licenses, training, installation, maintenance and all other required services and support).

   d. Proposal should include information about how pricing changes, if at all, based on volume of devices that are covered by Managed Services.
e. Proposal should include any lease interest costs for the following two options:

i. Three-year lease/purchase option with a Fair Market Value lease option at the end of the lease. Other buyout options can be submitted in the proposed lease options with detailed information on the buyout option. All costs and terms for a comprehensive solution should be submitted in accordance with the Pricing Schedule of this RFP.

ii. Three-year lease/purchase option with a $1.00 purchase (buyout for the System). Other buyout options may be submitted in the proposed lease options with detailed information on the buyout option. The total cost for the complete System should be referenced on the Pricing Schedule of this RFP.

E. Service Requirements

1. Configuration and Deployment / Delivery of Chromebooks, The Contractor should:
   a. be responsible for documentation and configuration in accordance with the laptop schedule in this RFP
   b. perform quality assurance to ensure that 100% of the Chromebooks are fully functional
   c. work closely with the DPS implementation team once the contract is awarded to review the current configuration and security policies
   d. be responsible for all configuration, shipping, and delivery charges
   e. assume the responsibility of software licensing costs outlined in this RFP, except where “licensing provided by DPS” is explicitly noted
   f. provide the following “white glove” service before delivering any device to DPS:
      1. Receive all equipment
      2. Un-box all equipment, remove all waste
      3. Etch equipment with DPS-provided logo
      4. Asset tag, or re-tag if tag is missing or illegible, or reassigned
      5. Record asset tags into asset tracking tool
      6. Charge battery to 100% capacity
      7. Update the Chrome OS to the latest stable version
      8. Enroll the device in the DPS GAFE domain
      9. Configure the Wi-Fi service to the “DPSStudent” SSID

   g. Additional Hardware / Software

   Any additional hardware / software recommended by the Respondent for a turnkey solution should be included as part of the proposal. Licensing, delivery and installation costs of these recommendations should be the responsibility of the Contractor and included as part of the proposed cost.
h. Delivery

Contractor should coordinate delivery with DPS to ensure timely deliveries to each school site, in accordance with the approved implementation plan and delivery schedule.

2. Summer Refresh Process

A. At the end of each school year, student laptops will be collected by the Contractor from each school site in order that the summer refresh process can occur. This process includes physical cleaning, repair of damages, including but not limited to, structural, mechanical and electrical repair, operating system and software updates, inventory adjustments and student assignment.

B. Computers are refreshed and reassigned based on information provided by DPS, and repaired following a DPS-approved process.

C. All devices should be repaired (when required), refreshed, and cleaned as follows:

1. Repair involves correcting deficiencies for all machines that meet the criteria established in this RFP. Hardware repair should include the replacement of parts which, by virtue of cracks, chips, or other flaws, may cause harm (i.e. cuts, shocks, etc.) to the user, as determined by DPS.

2. Refresh involves wiping all data, resetting to defaults, and performing the “white glove services” detailed in this RFP. Summer Refresh should occur for each school location and should include any necessary re-labeling for redeployment to schools for ALL of the student units according to criteria established in this RFP.

3. Cleaning is defined by ensuring that each student Chromebook laptop is free of dirt, grime, and other substances, and completely wiped down to ensure clean and clear screens and keyboards.

4. DPS desires the Contractor to provide the refresh service each summer during the contracted period. Contractor should deliver all student laptops back to all schools by the third Monday in August each year.

3. Repair Services

Contractor should be responsible for all warranty and all accidental damage repairs at no cost to Denver Public Schools. Repair service requirements are as follows:

a. Internal components as well as computer cases, batteries, power adapters, keyboards, monitors/screens, speakers, microphones, cameras and wireless cards should be included in the comprehensive coverage of the student Chromebook laptops with full replacement throughout the term of the contract.

b. Should the unit require three or more of the same repair within one school year, DPS will consider this as a “lemon”, and the Contractor should replace it with a new unit.
c. In cases of *intentional* vandalism, the Contractor will be able to submit information to DPS regarding the laptop damage to assist with the decision regarding whether the damage was intentional. DPS will make the final determination whether the damage was intentional. The Contractor should agree to repair the unit to its original condition or replace the unit of like kind however, DPS will be responsible for all costs associated with *intentional* vandalism.

d. Contractor should provide a repair facility sufficiently close to Denver, CO with the capability to provide daily pickup and delivery from school sites, and repair or replacement of Chromebooks within 24 hours.

e. The repair process begins with a local determination regarding the need for repair. This occurs at each school’s service-desk or equivalent aggregation point, manned by trained students and/or staff. When a student Chromebook is determined to be in need of a repair, the service provider is notified electronically, by a DPS service-desk technician or designee located at each school, once the notification has been given to the Contractor, the 24 hour repair agreement begins.

f. Contractor should stock common parts on hand at the repair facility, in an amount equal to support 5% of the units in service under the terms of the contract. This includes but is not limited to replacement Chromebooks, logic boards, display components, hard drives, screens, A/C adaptors, keyboards, etc.

g. A mechanism for defective part return and replenishment should be established by the Contractor and approved by DPS Technology staff.

h. Contractor should provide monthly repair reports and other detailed reports as requested to DPS designated personnel. These reports will be used to assist in planning, training and evaluation of the initiative program.

i. The unit serial number/service tag should remain software-accessible throughout the duration of the contract. Applicable repairs (i.e. logic/system board replacements) should include rejoining the Chromebook to the DPS Chrome Management Console.

j. Under parameters of a three-year lease option, or for three consecutive years from device delivery date if DPS chooses to purchase devices outright, contract should include:
   a. AC adapters and cords annually to replace lost and damaged hardware
   b. Other battery and AC adapter replacements due to defects or other conditions covered by warranty should not affect this provision

4. Replacement Units

Contractor should provide students / staff loaner laptops which are the property of and managed by the Contractor at the rate of 5% of the units in service under the terms of the contract.

   a. The number of replacement Chromebooks or proposed percentage for subsequent years will be determined by actual repair / failure rates.

   b. Replacement Chromebooks should meet the minimum criteria established in this RFP.
F. Asset Inventory Management

1. Contractor should maintain a database for inventory and reporting purposes. Contractor should provide detailed paper and electronic history and tracking reports on equipment installed as required for the duration of the lease or for a three year period if the Chromebooks are purchased.

2. Actual data elements of the report(s) should be defined prior to the first order. DPS will provide the Contractor with assignment information according to the schedule established in this document. The data elements may include but are not limited to the following:
   - Serial Number
   - Make
   - Model Number
   - Wireless Media Access Control (MAC) Address
   - Time and date-stamped event tracking of laptop throughout the imaging, setup, pickup, repair, and delivery processes
   - Name of student/staff member
   - Student/employee number
   - Student/staff location
   - Student/employee username
   - Name of person signing off on device assignment
   - Computer condition and notation of damage specifics

3. Prior to Asset Inventory Reporting System acceptance, the Contractor should furnish and provide detailed electronic and soft copies of the inventory file.

4. The electronic version of the Asset Inventory Reporting System should be accessible to designated DPS staff for queries and reports.

5. Students will be provided a mechanism to document and submit computer condition upon receipt of loaner or assigned computer. Record to be housed in tracking system for duration of lease or three years from date of purchase if outright purchase option is selected by DPS.
6. Contractor should be responsible for any costs and logistics required to return the units obtained in accordance with this RFP.

7. At the conclusion of the lease, the Contractor should wipe student devices clean of data by reformatting or physically destroying all computer hard drives; and provide certification to DPS of completed destruction. This service should be performed at the conclusion of the three-year lease.

G. Software and Web-service Configuration

Contractor should provide DPS the following software/web-service customized configuration.

1. Management and Security Configuration
   a. Google Management Console license. Each device requires this license to be managed as part of the dpsk12.net Google Management Console.
   b. Configuration that supports the active wireless connection of the computer to the DPS network that a student user cannot disable.
   c. Contractor should provide as part of this contact, copies of all software licenses required to support the system, and should remain responsible for the purchase, delivery, and documentation of software licensing, including licenses required to support additional units purchased under this agreement.

H. Project Management / Staffing

All project tasks to be performed under the terms of this contract and relevant to the successful implementation of the System and management of this project will be assigned by the MyTech Program Director or designee of DPS. After contract award/lease signing, Contractor will work with DPS to identify and interview the required staffing positions outlined below:

1. Contractor should assign a dedicated, on-site Project Manager subsequent to the contract award with substantial specific contract implementation experience in implementing the solution for the term of the contract. The Project Manager should act as a liaison for DPS in coordinating requirements between Contractors associated with the initiative on-site, for the term of the contract.
   a. Contractor should assign a Consulting Engineer that collaborates with other engineers associated with the Contractor to analyze customer opportunities and propose appropriate solutions a minimum of three (3) days per month for the term of the contract.
   b. Contractor should assign a dedicated, on-site Systems Engineer subsequent to the contract award, with substantial specific contract implementation experience in architecting the system on-site in Denver metro area for the term of the contract.
I. Disposal

The Contractor should provide for the collection and disposal of broken or obsolete equipment and parts resulting from this RFP, both during the term and at the end of the contract. This will include removal and disposal of equipment and hard drive sanitation at no cost to DPS.

**PRICING SCHEDULE**

**OPTION 1: PURCHASE**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost per Item</th>
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<tbody>
<tr>
<td>Items for Delivery:</td>
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**TOTAL YEAR 1 SOLUTION COST PER DEVICE**
(BASED ON 13,775 LAPTOPS AND SERVICES OUTLINED ABOVE)

$_______________

**TOTAL YEAR 2 SOLUTION COST PER DEVICE**
(BASED ON AN ADDITIONAL 18,700 LAPTOPS AND SERVICES OUTLINED ABOVE)

$_______________

**TOTAL YEAR 3 SOLUTION COST PER DEVICE** (BASED ON SERVICES OUTLINED ABOVE)

$_______________

**TOTAL SOLUTION COST (3 YEAR TERM)**

$_______________
OPTION 2: THREE-YEAR LEASE/PURCHASE OPTION WITH A FAIR MARKET VALUE LEASE OPTION AT THE END OF THE LEASE

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<th>Question</th>
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<td>Does your offer comply with all the terms and conditions? If no, indicate exceptions.</td>
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DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

Effective July 1, 2013, all new business conducted with Denver Public Schools will require you to be registered on the DPS Supplier Portal.

The Denver Public Schools (DPS) District is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with DPS include:

- Electronic Bidding Events/Solicitations.
  - Bids and Proposals sent directly to your personal Supplier Portal account
  - On-line bid responses, negotiations, awards, and much more
- Direct submission of electronic invoices (depending on your contractual relationship).
- Complete view of your contracts, purchase orders, invoices and payments online through your “Supplier Portal”.
- Ability to maintain your business profile, points of contact, diversity qualifications, list of commodities you wish to provide, W-9s, certifications and insurance documentation, along with optional subcontractor tracking.
- Historical record of your interaction and performance with DPS

Access to the supplier portal can be found here: http://purchasing.dpsk12.org/suppliersvendors/

Supplier Portal User Guides are available at same link (under the ‘Suppliers/Vendors’ link on the right-hand of the page).

DPS’s mission it to provide all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our society.

With this purpose comes responsibility: we must ensure that we fulfill DPS’s commitments while upholding a high standard of integrity and ethical business conduct. We are proactively taking steps to assist in that aim by implementing Integra Report to anonymously submit information on potential fraud, waste or abuse of District property, assets, and resources, please visit: www.IntegraReport.com

DPS Subscriber Code: DPSK12You can also call our automated phone hotline hours a day, 7 days a week: 855.858.3444