

# Newmarket School District Chromebooks, 2023

## ***NEWMARKET SCHOOL DISTRICT REQUEST FOR PROPOSAL***

---

### **Student Chromebooks, 2023**

**DEADLINE FOR RECEIPT OF PROPOSALS:** February 8, 2023 3:00 PM EST

**PROPOSAL SUBMITTAL ADDRESS:** Newmarket School District  
Attn: Jason Carey  
213 South Main Street  
Newmarket, NH 03857  
Email: [rfp@newmarket.k12.nh.us](mailto:rfp@newmarket.k12.nh.us)

School Administrative Unit #31- Newmarket School District ("District") is issuing this request for proposals ("RFP"), for the purpose of obtaining Proposals from qualified Vendors ("Vendors") for the purchase and delivery of ***Student Chromebooks, 2023***. The specifications of these units are described in the additional notes included in this RFP (Attachment A).

#### **TERMS AND CONDITIONS:**

1. **BID ACCEPTANCE:** The Newmarket School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.
2. **FINAL BID PRICE:** If the bidder has any special payment or delivery clauses which could affect the final delivery price of an item or service for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the bidder will be solely responsible for any increased prices due to any circumstances.
3. **NON-TRANSFERRING OF AWARD:** No bidder will be allowed to assign the contract.
4. **REQUIRED COMPLETION DATE:** All items must be delivered prior to **June 30, 2023**, unless an extension is agreed upon and pre-authorized in writing by the District. Delivery dates to be planned and scheduled in advance to minimize disruption to staff working in the building.
5. **LATE PROPOSAL/BIDS:** Sealed paper bids or email bids marked "***Student Chromebooks, 2023***" will be accepted. ***No late bids will be accepted after 3:00 pm February 8, 2023.*** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
6. **PAYMENT TERMS:** SAU 31-Newmarket School District will pay the selected Vendor within thirty (30) days following receipt of invoices.

## Newmarket School District Chromebooks, 2023

7. WITHDRAWAL OF BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder. Negligence on the part of the Bidder in preparing his/her proposal shall not constitute a right to withdraw a bid subsequent to the bid opening.
8. PRICING: Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.
9. This purchase shall be made using Federal Funds. In accordance with 2 CFR 200, the following contract provisions are required:
  - a. DOMESTIC PREFERENCES FOR PROCUREMENTS USING FEDERAL FUNDS. Vendor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.
  - b. TERMINATION FOR CAUSE/REMEDIES FOR BREACH. The District may terminate this Agreement for cause, including the Vendor's noncompliance with terms of this Agreement, by giving thirty (30) days written notice. The District's sole liability upon termination shall be payment to Vendor for services performed by Vendor up to the date of termination. If the District terminates this Agreement for cause and that cause is not deemed to be sufficient, the termination shall be deemed to be for the District's convenience and without cause. The right of termination is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the Vendor breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach, the District may elect to pursue any available legal, contractual, or administrative remedy.
  - c. TERMINATION FOR CONVENIENCE. The District may terminate this Agreement without cause by providing no less than ten (10) days written notice to the Vendor. The District's sole liability upon termination shall be payment to Vendor for services performed by Vendor up to the date of termination.
  - d. SUSPENSION AND DEBARMENT. Vendor shall complete and submit to the District the federal Certification of Suspension and Debarment (See Bid Submittal Form).
  - e. EQUAL OPPORTUNITY CLAUSE/NONDISCRIMINATION. The District and the Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).
  - f. MINORITY AND WOMEN BUSINESSES. Vendor to the extent reasonably possible shall subcontract with minority businesses, women's businesses and labor surplus area firms.
  - g. PROCUREMENT. Each party to this Agreement shall maintain all appropriate oversight, standards of conduct, price and costs analyses, and records, sufficient to demonstrate compliance with federal procurement requirements, including all required standards of conduct with respect to federal procurement, and with respect to prohibition on conflicts of interest, as stated throughout this Agreement. To the extent any further requirements are needed, those provisions of 2 C.F.R. Part 200, including 2 C.F.R. 200.318 and 2 C.F.R. 200.323, are incorporated herein by reference.
  - h. RECORDS RETENTION REQUIREMENTS. Vendor shall certify that Vendor will comply with the record retention requirements detailed in 2 CFR §200.333. Vendor shall also certify that Vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
10. BID RESULTS: The SAU Business Office will not respond to phone inquiries for bid results. Individuals or company representatives may attend a bid opening which is open to all interested parties or by emailing for a summary of the bids. Bid award results will only be released to parties via email once the Newmarket School Board has been notified and awarded the bid. The bids and proposals are governmental records and shall be available to the public under the Right-to-Know Law. The District will not accept bids or proposals marked confidential in whole or in part. All concepts, information, and cost savings alternatives presented by the Bidder during the bid selection process shall become the

## Newmarket School District Chromebooks, 2023

property of the District and shall thereafter be used at the District's sole discretion. The District shall own all instruments of service.

11. NON-APPROPRIATION CLAUSE: Multi-year contracts entered as a result of this RFP require a non-appropriation clause.
12. All quotations must be signed by an authorized representative of the Vendor.
13. Should a Vendor find discrepancies in or omissions from the specifications, or should he/she be in doubt as to their meaning, the Vendor shall at once notify the DISTRICT, who will send a written clarifications to all Bidders. The District will not be responsible for any oral instructions or addendums.
14. Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's ability to meet the requirements of the RFP.
15. Proposal due date is Wednesday, February 8, 2023 by 3pm. Sealed proposals should be submitted to Jason Carey, IT Director at Newmarket Junior Senior High School, 213 South Main St., Newmarket, NH 03857 or proposals may be submitted via email to [rfp@newmarket.k12.nh.us](mailto:rfp@newmarket.k12.nh.us). Please reference **Student Chromebooks, 2023** in your submittal. ***Should a vendor choose to submit a proposal via email, it is the vendor's responsibility to confirm receipt of the proposal to ensure that the proposal has successfully been received by the Newmarket School District.*** Please contact Janna Mellon at [rfp@newmarket.k12.nh.us](mailto:rfp@newmarket.k12.nh.us) in a separate email from the one containing the proposal, to confirm receipt of the proposal.
16. The District's decision with regard to the selection of the Vendor shall be considered final.
17. The District reserves the right to investigate the financial responsibility of any and all submitters to determine the ability of the firm and/or individual to assure services throughout the term of the project and to provide insurance that will be required by the District.
18. GUARANTEES AND WARRANTY: All parts and equipment must include a warranty of at least one year after final delivery .

# Attachment A

## Student Chromebooks, 2023

### General Information:

The Newmarket School District (SAU31) is seeking itemized pricing on the following technology equipment:

- **Qty. (120)** Touchscreen Chromebooks for student use
- **Qty. (120)** ChromeOS Licenses

### Vendor Q&A

- A link to the vendor Q&A section can be found [HERE](#)
- Please email questions to [rfp@newmarket.k12.nh.us](mailto:rfp@newmarket.k12.nh.us)
- We will anonymously post your questions and our answers within 48 hours of receiving them. Questions submitted after **Monday, February 6th, 2023 at 3:00 PM Eastern Time** will not be answered. Questions asked via telephone will not be answered.

### Selection Criteria

Vendors' quotes will be thoroughly evaluated on factors including:

- Availability of goods
- Total Cost of Eligible Goods
- Degree to which the merits of the quote meet or exceed the requirements set forth in the RFP Specifications section.
- Reputation of equipment and equipment manufacturers proposed
- **Product warranty and support**

### Delivery

Delivery will be FOB destination, freight prepaid and allowed.

Delivery will be made to this location:

*Newmarket Elementary School  
243 South Main Street  
Newmarket, NH 03857*

**\* A loading dock is NOT available at this location**

### Warranty

Please include in your proposal a detailed description of the standard warranty.

### Award Date

The winning vendor will be announced following School Board approval.

### Additional Requirements in Bids

Please include the following line items:

- Description of the Chromebook warranty.
- *An estimated time of arrival for the requested equipment.*

# Attachment A

## Student Chromebooks, 2023

### Specifications

The computer equipment proposed must meet or exceed the *minimum* specifications below.

| <b>Student Chromebook Computers</b>   |  |
|---|--|
| <i>* HP Touchscreen Chromebook 11MK G9 Education Edition or equivalent is preferred</i> |  |
| Feature   | Minimum Specification                                |
| Operating System  | ChromeOS   |
| Processor   | Kompanio 500   |
| RAM   | 8 Gb   |
| Storage   | 32 Gb  |
| Screen Size   | 11.6"  |
| Screen Resolution   | 1366 x 768   |
| Touchscreen   | YES  |
| Hinge   | 180°   |
| Field Replaceable Battery   | Yes  |
| Camera  | 720p HD camera                                       |
| Integrated Microphone   | Yes  |
| Audio   | Stereo speaker(s) / 3.5mm headphones/microphone jack |
| Keyboard  | Spill-proof keyboard                                 |
| Battery Life  | Minimum 8 hours                                      |
| Cooling   | Fanless  |
| USB Ports   | Minimum (1) USB-C & (1) USB-A                        |
| Card Reader Slot  | Yes  |
| Video Out   | Digital/HDMI   |
| Wireless Card   | 802.11ac   |

# Bid Form

## Student Chromebooks, 2023

Proposals must be received by **February 8, 2023 by 3pm**. No late bids shall be accepted. Sealed proposals should be submitted to Jason Carey, IT Director at Newmarket Junior Senior High School, 213 South Main Street, Newmarket, NH 03587. Email proposals shall be emailed to [rfp@newmarket.k12.nh.us](mailto:rfp@newmarket.k12.nh.us). Please reference **Student Chromebooks, 2023** in your submittal.

- I accept that delivery is expected by **June 30, 2023**, unless an extension is agreed upon and pre-authorized in writing by the District.
- I acknowledge that this RFP must be returned in its entirety, including the Bid form and all attachments. Each page of the RFP must be initialed by the bidder, where indicated.
- I have signed the attached Certification Regarding Debarment, Suspension etc. and submitted the document as part of my submittal packet.
- I have read and reviewed the specifications in Attachment A.
- I have attached product sheets and product specifications to my submittal.
- I propose to deliver items in accordance with the specifications listed, for guaranteed maximum price as shown below.
  - Any additional costs or fees shall not be charged without a properly authorized change order.
  - Final price shall be agreed upon by the execution of a signed sales order.
- Bid Proposals shall remain valid for thirty (30) days.

### Touchscreen Chromebooks:

| Quantity | Delivery Location (see addresses above) | Manufacturer | Unit Price | Extended Price | Delivery Charges | Total |
|----------|---|--------------|------------|----------------|------------------|-------|
| 120      | NJSHS                                   |              |            |                |                  |       |

### ChromeOS Licenses:

| Quantity | Unit Price | Extended Price | Delivery Charges | Total |
|----------|------------|----------------|------------------|-------|
| 120      |            |                |                  |       |

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

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

Email Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Any exclusions, qualifications, or comments:

\_\_\_\_\_  
 \_\_\_\_\_

# Bid Form

## Student Chromebooks, 2023

Have you, or any of the Principals of your company been involved in any litigation, arbitrations, mediations, or administrative proceedings in the past 10 years?

Yes.  No

If yes, please note the details of the claims, attorneys and resolution below.

---

---

---

### Vendor Qualifications

**The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a bidder.**

1. State how long you have been operating under your present company name.

---

2. Vendor's qualifications, years in business, experience in providing the level and type of product specified in the proposal.

---

---

---

---

3. List and/or samples of colors and finishes are attached to this bid form  Yes  No

Authorized Representative Name and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# Bid Form

## Student Chromebooks, 2023



School Administrative Unit #31  
Newmarket School District  
186A Main Street, Newmarket, NH 03857  
(603) 659-5020 Fax (603) 659-5022  
www.newmarket.k12.nh.us



Todd Allen  
Interim Superintendent of Schools

Patricia Wons  
Director of CIA &  
Professional Learning

Janna Mellon  
Business Administrator

Erica MacNeil  
Student Services

---

Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions
  - (e) (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_ By \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative



# Bid Form

## Student Chromebooks, 2023

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.