



540-661-4550

200 Dailey Drive, Orange, VA 22960

www.ocss-va.org

Request for Proposal April 6, 2026

Orange County Public Schools (OCPS) is seeking vendors to provide Chromebooks to meet the needs of our district's 1:1 plan for Grades 1-12 beginning in the 2026-2027 School Year. All bids are due on or by April 20th by 2pm to the eVA portal, email, or physical address below.

*Chromebook RFP
Department of Finance
% Bobbie Bernard
200 Daily Drive
Orange VA, 22960*

The Orange County School Board does not discriminate on the basis of gender, race, color, age, religion, national origin, or disability in its employment practices or educational programs and activities

Student Chromebooks

General Information

Request for Proposal (RFP) Name and Number

Issue Date

Brief Description

Pre Proposal Questions

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Scope of Goods and Services

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Student Chromebook Case Specifications

Student Chromebook Google License

Student Chromebook "White Glove" Service

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Appendix #1

Proposal Cover Sheet

Bidder Information

General Information

Request for Proposal (RFP) Name and Number

Student Chromebooks #2026-2027

Issue Date

April 2, 2026

Brief Description

Orange County Public Schools (OCPS) is seeking Chromebooks to meet the needs of our 1:1 plan for Grades 1-12 beginning in the 2026-2027 School Year.

Pre Proposal Questions

Any questions concerning the RFP must be sent to the buyer listed below no later than 4:30pm EST on April 15th in order to guarantee a timely response prior to the proposal due date.

All questions should be referred to:

Brandon Bennett
Director of Technology
Orange County Public Schools
200 Dailey Drive
Orange, VA 22960
bbennett@ocss-va.org

OCPS does not take responsibility for lost or misdirected mail. Confirmation or digital format is recommended.

All questions deemed relevant and useful to the bid process and their answers will be posted publicly on the district website ocss-va.org/departments/finance/purchasing or on a page linked from it.

Proposal Due Date

All proposals are due April 20th, 2026 by 2pm. Firms submit proposals through eVA at eVA.virginia.gov, physical mail at the address below or through email. **Sealed copies and submission via eVA is preferred.**

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Department of Finance
% Bobbie Bernard
200 Dailey Drive
Orange, VA 22960

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Proposal Format

The proposal must be submitted through one of the methods listed above by the due date. Please note - in the case of multiple bids submitted, any repetitive information may be submitted in one proposal. There is no requirement to submit all information with each and every bid.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by specific page and section numbers in the proposal and accompanied by a suitable justification requesting non-disclosure.

Negotiations

Negotiations, if needed, will be held between April 27th - May 4th.

Expected Award Date

The expected award date is May 4th, 2026 during the regularly scheduled OCPS School Board Meeting.

Term of Agreement

This agreement will commence immediately upon both parties signing the contract to provide chromebooks for the 2026-2027 School Year, which will take place before the end of Fiscal Year (July 1, 2026) and require ordering of goods & services pre-July 1, 2026.

The term of a resulting Agreement will be for one year, with the ability to renew 4 more times for 1 year terms each using the same or similar terms and conditions, if mutually agreeable to both parties (OCPS & the selected Firm). The selected Firm and OCPS will mutually agree at least 90 days prior to each renewal period whether to renew the terms of the Agreement.

Due to the nature of hardware price fluctuations and model availability, negotiations will likely happen on an annual basis at a minimum.

Contents and Format of Proposal

In order to ensure fair and open bidding, OCPS requires that the format and contents of each proposal are followed. Failure to follow these requirements could result in the disqualification of a bid.

All proposals shall contain these specific descriptive areas, but in no particular order:

- History of delivering Chromebooks within the K-12 sector
- History of working with OCPS on small or large projects
- Manufacturer of products, Model and Features
- Warranty description and full associated costs over time
- Case description
- Description of “White Glove” service
- 2 References within K-12 for similar product delivery
- Estimated delivery time from Purchase Order receipts for **ALL** items in their respective quantities
- Description of any other fees which may be charged (shipping, delivery, unloading, etc...)
- Description of any additional “value added” features

Finally, but importantly, please see Appendix #1 for a mandatory cover sheet for each proposal submitted

Scope of Goods and Services

OCPS is seeking Chromebooks to meet the needs of our current 1:1 program for grades 1-12 for the 2026-2027 School Year.

We believe utilizing the services and support of one Manufacturer and Vendor may provide economies of scale to allow for more features for less overall cost.

The below specifics are minimum standards. We seek at least these features if at all possible. If a submitted proposal is not deemed to meet the minimums below, the bid will be disqualified without further scoring.

Quantity of Student Chromebooks

To support our 1:1 program, OCPS is seeking to replace out of warranty devices in 1st, 5th, and 9th grades to a total count of **1200 Student Chromebooks**

Minimum Student Chromebook Specifications

OCPS has a large install base of HP Fortis G1m 11 brand Student Chromebooks and prefers to stay with this Make and Model. While we will accept bids of all models, we will note and weigh in the “Features” area as such in the scoring.

- MediaTek Kampanio 520 (Primary Dual-core) and Cortex A55 (Secondary Hexa-core)
- Chrome OS
- 11.6” HD Screen
- 4 GB LPDDR4x
- 32 GB Flash Storage
- USB-C Charging
- USB 2.0
- 802.11 AC
- List Battery Life of at least 8 hours

Student Chromebook Warranty Specifications

- 4 Year Depot with Accidental Damage
- Shipping Costs or free pick-up for warranty repairs included

Quantity of Student Chromebook Cases

OCPS is seeking cases in conjunction with new devices (listed above in) for 1st and 5th grades to a total count of **769 Student Chromebook Cases**

Student Chromebook Case Specification

- Custom molded to fit model proposed
- Full access to all ports
- Easy install
- Clear backside/top lid to expose asset tag
- Durable and waterproof

Student Chromebook “White Glove” Service

Include information and pricing on “White Glove” services; such as receipt of delivery, unboxing, case install, removal of trash, associating devices with Google Management Console, inventorying, labeling and delivery to OCPS.

Note: Google Licenses are required for each Student Chromebook

Basis of Selection

OCPS will award the bid to the vendor who proposes a bid which best fits these criteria as determined by the weighted scoring system below:

- Total Price - 35%
- Quality and Features of Hardware including delivery, warranty, and repair - 30%
- Vendor Prior Experience with OCPS - 20%
- Timeline of Delivery for All Orders - 15%

Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

The following terms, conditions and instructions to bidders/offerers shall be binding on all bidders or offerers and are incorporated by reference to all contracts resulting from any written Request for Quotes, Invitation for Bids or Request for Proposals in which they are included. Use of the term "bid" in these terms, conditions and instructions to bidders is not intended to be restricted to an Invitation for Bids, and shall also affect written Request for Quotes or Request for Proposals.

1. SUBMISSION AND RECEIPT OF BIDS/PROPOSALS

- a. To receive consideration, bids/proposals must be received prior to the specific time of the opening as designated.
- b. Unless otherwise specified, bidders/offerers must use the bid/proposal form furnished by the School Board. Failure to do so may cause a bid/proposal to be rejected. Removal of any part of the invitation may invalidate the bid.
- c. Bids/proposals having erasures or corrections must be initiated by the bidder in ink. Bids/proposals shall be signed in ink by an officer or employee having the authority to bind the bidder in contractual matters. All information on the bid/proposal shall be typewritten or completed in ink. Original signature is required on all Invitation for Bids and Requests for Proposals.
- d. Separate bids/proposals must be submitted for each invitation number.
- e. When specified, each bid/proposal shall be accompanied by a bid bond with surety satisfactory to the School Board or a cashier's check or money order, in an amount equal to five percent of the total bid/proposal price. In the event of a default by the bidder, the five percent deposit shall represent liquidated damages to the School Board.
- f. If specified as a sealed solicitation, facsimile transmission of bid/proposal responses will not be accepted.
- g. If not bidding, complete and return the signature page of the Request marked "NO BID" or a fetter stating the reason for not bidding. Failure to respond may result in removal from the bidders/offerers list for commodity being bid.

2. DEFAULT PROVISION

In case of default by the bidder, the declaration of which shall be at the sole discretion of the School Board, the School Board may procure the articles or services from other sources. The defaulting bidder shall be liable for any and all costs in excess of the contract price resulting from such default, whether directly or indirectly.

3. PRICING AND QUANTITIES

- a. By submitting a bid, the Bidder warrants that the pricing will be firm for acceptance for a period of 60 days from the date of bid/proposal opening unless otherwise stated by the School Board.
- b. Unless otherwise specified by the School Board, only firm pricing shall be considered. General terms such as "price in effect at time of delivery" shall not be considered for award.

Prices shall be stated in the units of quantity specified in the bid/proposal form. In the case of an error in extension of prices in the bid, the unit prices shall govern.

c. When a bid/proposal is sought seeking a source of supply for a requirements contract for goods and service, the quantities or usage shown are estimates only. No guarantee is given or implied by the School Board as to the total amount that may or may not be purchased from any resulting contract. These quantities are informational only, but may be used for bid/proposal evaluation.

4. DELIVERY

All items shall be delivered F.O.B. destination, with delivery costs (including inside delivery when specified) and charges included in the bid/proposal price. Failure to do so may be cause for rejection of bid. The School Board reserves the right to cancel any orders, or any part thereof without obligation, if delivery is not made on the time specified in the bid.

5. REJECTION AND AWARD OF BIDS/PROPOSALS

a. The School Board reserves the right to accept or reject all bids/proposals or parts of bids/proposals, to waive informalities and to request rebids. The rejection of bids/proposals, award of contracts and renewal of contracts resulting from the issuance of a bid/proposal shall be made by the School Board and any such actions shall be subject to the procurement regulations and policies of the School Board. The School Board reserves the right to award the contract as it deems will best serve its interests. It further reserves the right to award on a lump sum basis, individual item basis or such combination as shall best serve the interest of the School Board, unless otherwise specified. The School Board reserves the right to negotiate with the lowest responsive and responsible bidder, if the bid/proposal amount exceeds available funds. The School Board reserves the right to increase or decrease quantities at the quoted price.

6. WITHDRAWAL OF BID/PROPOSAL DUE TO ERROR

a. Upon proper request and identification, bids/proposals may be withdrawn at any time prior to the date and time set for the bid/proposal opening. If the Purchasing Officer or Purchasing Assistant denies the withdrawal of a bid, the Bidder shall be notified in writing stating the reasons for the decision. Award of the contract shall be made to the Bidder at the bid/proposal price, provided the Bidder is a responsible and responsive bidder.

b. Bidders/offerers may request withdrawal of their bid/proposal from consideration if the price in the bid/proposal was substantially lower than the other bids/proposals due solely to a mistake therein. The bidder shall give written notice to the Purchasing Officer or the Purchasing Assistant of a claim to withdraw the bid/proposal prior to the award of the contract or issuance of the purchase order. The cause and nature to the mistake shall be stated in the claim to withdraw.

c. A minor defect of variation ("an informality not affecting price, quantity, quality, delivery or contractual conditions"), in a bid or proposal that does not prejudice other bidders/offerers may, at the discretion of the Purchasing Officer, be waived or the bidder required to correct the informality.

d. If a bid/proposal is withdrawn under the authority of this section, the lowest remaining bid/proposal shall be deemed to be the low bid.

e. No bid/proposal may be withdrawn under this section when the result would be the awarding of the contract on another bid/proposal of the same Bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. No bidder who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract work or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. TERMINATION FOR CONVENIENCE

Unless otherwise stated, any resultant contract may be terminated by the School Board, in whole or in part, whenever the School Board determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. Any resultant contract shall terminate immediately upon failure of the Board of Supervisors or School Board to appropriate sufficient funds for its continuation.

8. TAXES

The School Board is tax exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time bids/proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the School Board and the Contractor, as the taxes shall be an obligation of the Contractor and not the School Board, and the School Board shall be held harmless for the same by the Contractor. Exemption certification will be supplied upon request.

9. LICENSES, PERMITS AND FEES

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution of and completion of the work which are legally required prior to and during the work, unless otherwise specified by the School Board in the bid.

10. BRAND NAMES

Unless otherwise provided in the bid, the name of a certain brand, make or manufacturer does not restrict bidders/offerers to the specific brand, make or manufacturer. It conveys the general style, type, character and quality of the article desired and any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended shall be accepted.

11. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid/proposal shall be new, unless otherwise specified. The items bid/proposed must be new, the latest model, of the best quality and highest grade workmanship.

12. ACCEPTANCE OF MATERIAL

The material delivered under this bid/proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the School Board and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event that material and/or services supplied to the School Board is found to be defective, or does not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return product to the seller at the seller's expense.

13. VARIATIONS TO SPECIFICATIONS

For the purpose of evaluation, the bidder must indicate any variances from the specifications and/or conditions, no matter how slight. If variations are not stated in the bid, it will be assumed that the product or service fully complies with the specifications.

14. SAMPLES

When requested, samples must be furnished at no charge to the School Board within ten calendar days of the request. Samples not used in testing or not destroyed will be returned, upon request, within 30 days of bid/proposal award at the bidder's expense.

15. MANUFACTURER'S CERTIFICATION/REFERENCES

The School Board reserves the right to request from bidders/offers separate manufacturer certification of all statements made in the bid. Upon request, the bidder must provide additional information (including references) within ten calendar days of the request.

16. SIGNED BID/PROPOSAL CONSIDERED AN OFFER

The signed bid/proposal shall be considered an offer on the part of the bidder, which shall be deemed accepted upon approval by the School Board, and in case of default on the part of the Bidder after such acceptance, the School Board may take such actions as it deems appropriate, including legal action, for damages or specific performance.

17. VENDOR RESPONSIBILITIES

Bid/proposals must be properly identified on the return envelope and properly submitted as specified within the bid. Failure to do so may result in rejection of the bid. The outside of the envelope must indicate the name of the vendor submitting the bid.

18. COMMENTS CONCERNING SPECIFICATIONS

Any vendor wishing to make comments concerning specifications or other provisions of School Board Invitations to Bid, Request for Proposals or Requests for Quotations may do so by submitting such comments in writing to the Purchasing Officer or Purchasing Assistant no later than seven working days prior to the specific date of opening. Any revisions will be made by addendum issued by the Purchasing Officer/ Purchasing Assistant.

19. LICENSING

Any bidder not licensed as may be required by Federal, State or County law shall be determined a non-responsive bidder.

20. BIDDERS/OFFERORS MUST COMPLY

Bidders/offerers must comply with the Code of Virginia, the Virginia Public Procurement Act and School Board policy and regulations adopted pursuant thereto.

21. REQUIRED CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS

The Contractor shall provide written certification that states that no employee or representative of the Contractor who will have direct contact with student on school property during regular school hours or during school sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Such certification shall be provided to the Owner prior to awarding the Contract.

22. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bid/proposals, the Offerers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

23. PAYMENT TERMS

A minimum of 30 days after receipt of an approved invoice by the School Board shall be allowed for payment.

24. COPYRIGHTS OR PATENT RIGHTS

The bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid, and the seller agrees to hold the School Board harmless from any and all liability, loss or expense occasioned by such violation.

25. CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY

The Contractor shall be responsible for damages to property caused by work performed under the Contract or Purchase Order. The Contractor shall repair to proper working order or replace, to the School Board's satisfaction, any property damaged either directly or indirectly by its actions.

26. COMPLIANCE WITH ALL REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

27. ANTI-DISCRIMINATION

In every Contract over \$10,000, during the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, nation origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

28. CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Superintendent of Schools, Orange County Public Schools, 200 Dailey Drive, Orange, VA 22960, and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Superintendent of Schools shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the Superintendent of Schools to the School Board by providing written notice to the Superintendent of Schools within 15 days of the date of decision. The School Board shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act and any other applicable requirements. Invoices for all services or goods provided by the Contractor shall be delivered to the School Board no later than 30 days following the conclusion of the work or delivery of the goods.

29. PAYMENTS TO CONTRACTORS

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:

- A. Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:
 - i) The Contractor shall, within seven days after receipt of any payments from the School Board pursuant to this Contract, either:
 - a) Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the goods or services provided by the subcontractor, or
 - b) Notify the School Board and the subcontractor in writing of the intention to withhold all or a part of the subcontractor's payment with the reason of nonpayment. Written notice shall be given to: Superintendent of Schools, Orange County Public Schools, 200 Dailey Drive, Orange, VA 22960.
 - ii) The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of the payment from the School Board for the goods or services provided under this Contract, except for amounts withheld under subparagraph 1) b) above.
 - iii) The Contractor shall include in each of its subcontracts a provision requiring

each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

iv) The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the School Board.

v) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

B. The Contractor shall provide, in the space provided or directed in the Request, (i) its social security number if an individual, or (ii) its federal employer identification number if a proprietorship, partnership or corporation.

30. APPLICABLE LAWS AND COURTS

This solicitations and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County of Orange. The agency and the Contractor are encouraged to resolve any issues arising from the award of the contract or any contractual dispute using Alternate Dispute Resolution. The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations.

31. FINANCIAL STATEMENTS

a. Any Bidder/Offerer responding to this solicitation shall provide the County and/or the School Board, within 10 calendar days of the County's and/or the School Board's request, a copy of its most recent audited financial statement(s), if available, or a statement including items of financial information required by the county and/or the School Board and financial statements of any of its parent companies and/or subsidiaries having any material influence on the goods/services provided, or to be provided, under the Contract, and shall allow access by the county and/or School Board or its designees, to all financial records. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is complete and is the most recent financial statement(s) available.

b. The financial statement(s) shall be provided at no charge to the County and/or the School Board, and the County and/or School Board shall be under no obligation to return the financial statement(s).

c. The Bidder or Offerer to whom the contract is awarded ("the Contractor") shall require this same provision to be included in the contracts of all subcontractors and any other entities providing any services related to the Contract so as to guarantee the County's and/or School Board's rights to obtain financial statements. Should the Contract fail to ensure the County's and/or the School Board's rights under this section, the Contractor shall be liable to the County and/or the School Board for all reasonable costs and expenses the County and/or the School Board may incur in obtaining financial statements and information which would have otherwise been available under the provisions of this section.

32. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other

Offerer, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

33. DEBARMENT STATUS

By submitting their proposals, Offerers certify that they are not currently debarred by Orange County Public Schools or the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently debarred.

34. PRECEDENCE OF TERMS

In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

35. QUALIFICATION OF OFFERORS

Orange County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerer to perform the services/furnish the goods and the Offerer shall furnish to Orange County Public Schools all such information and data for this purpose as may be requested. Orange County Public Schools reserves the right to inspect Offerers physical facilities prior to an award to satisfy questions regarding the Offerers capabilities. Orange County Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offerer fails to satisfy Orange County Public Schools that such Offerer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

36. TESTING AND INSPECTION

Orange County Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specification.

37. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

- 1) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.
- 2) Orange County Public Schools may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Orange County Public Schools a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Orange County Public Schools right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and to keep a record of all cost incurred and saving realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Orange County Public Schools with all vouchers and records of expenses incurred and savings realized. Orange County Public Schools shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Orange County Public Schools within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provision of the Commonwealth of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Orange County Public Schools or with the performance of the contract generally.

38. INSURANCE

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

Minimum Insurance Coverages and Limits Required for Most Contracts:

- 1) Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
- 2) Employer's Liability - \$100,000
- 3) Commercial General Liability - \$100,000 per person and/or per occurrence. Coverage is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.
- 4) Automobile Liability- \$1,000,000 per person and/or per each occurrence to include bodily injury and property damage. (If a motor vehicle is to be used in the contract.)

39. DRUG FREE WORKPLACE

Orange County Public Schools are a smoke and drug free workplace. During the performance of this contract, the Contractor agrees that all employees and subcontractors will comply with Orange County Public Schools smoke and drug free policies and Virginia law.

II. SPECIAL TERMS AND CONDITIONS

A. Audit

The contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited whichever comes sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

There shall be no fees or costs charged to the County and/or the School Board by the Contractor for any such audit activities.

The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this contract so as to guarantee the County's and/or School Board's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County and/or School Board.

Should the contractor fail to ensure the County's and/or the School Board's rights under this section, the Contractor shall be liable to the County and/or the School Board for all reasonable costs and expenses the County and/or the School Board may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

B. Availability of Funds

It is understood and agreed between the parties herein that the contractor shall be bound hereunder only to the extent of the fund available for the purpose of this agreement. If this RFP exceeds the budgeted amount, the Owner may negotiate the scope of work to fit within the budget.

C. Cancellation of Contract

Orange County Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Orange County Public Schools does recognize that copier leases of up to 36 months in length may have been negotiated on its behalf and obligation to retire the cost of such leases will rest with Orange County Public Schools. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

D. Identification of Bid/Proposal Envelope

The signed IFB/RFP should be returned sealed, addressed as directed on the cover page, and identified with the bidder's name, address, due date, due time and IFP/RFP title and purchasing contact. IFB/RFP may be hand-delivered to the designated locations. No other correspondence or other bids/proposals should be placed in the envelope.

E. Indemnification

The contractor shall indemnify, save and hold harmless Orange County Public Schools, its officers, agents, employees and volunteers against and from any and all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, cost of investigations, attorney fees, cost of appeals arising out of any such claims or suits, and other expenses which may or otherwise accrue against Orange County Public Schools in consequence of the granting of a

contract or which may or otherwise result in connection with work thereof, if it shall be determined that the act caused through negligence, omission or commission of the Contractor, including its agents, subcontractors, employees, and volunteers. The Contractor expressly understands and agrees that any performance bond or insurance shall in no way limit the responsibility to indemnify, keep and save harmless and defend Orange County Public Schools as herein provided. Furthermore, it is understood and agreed that the Contractor is at all times herein action as an independent contractor.

F. Receipt of IFBS/RFPS

To be considered for selection, IFB/RFPs must be received by the designated person listed by the designated date and time. The official time used in the receipt of bids/proposals is that time on the clock located in the Reception Area of the Central Office. Bids/proposals received after the date and hour designated are automatically disqualified and shall not be considered.

Orange County Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers or the interoffice mail system. It is the sole responsibility of the Offerer to ensure that its bid/proposal is delivered by the designated date and hour.

Faxes/emailed bids/proposals will not be accepted. The provisions of Section 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of the IFBs/RFPs received.

G. Prime Contractor Responsibilities

The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

H. Safety

All contractors and subcontractors performing work for Orange County Public Schools are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupations Health Standard and any other applicable rules and regulations. Also, the contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the site or be affected by the contractor's operation in connection with the work.

I. Termination for Convenience

The School Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever Orange County Public Schools determine that such a termination is in the best interest of the School Board. Any such termination shall be affected by delivery to the Contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract terminations notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed services, but no amount shall be allowed for anticipated profit or unperformed services.

J. Treatment of Property and Equipment

The Contractor shall perform their contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises; to store apparatus, materials, supplies, equipment in such orderly fashion at the site of work as will not unduly interfere with progress of its work or the work of Orange County Public Schools or any other Contractor; to keep the adjacent areas of property free from rubbish and the accumulation of any waste materials.

K. Withdrawal or Modification of Bid/Proposal

Bids/proposals may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

L. Ownership of Property

Ownership of all data, materials, and documentation originated and prepared for Orange County Public Schools pursuant to the RFP shall belong exclusively to Orange County Public Schools and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offerer shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offerer must invoke the protections of 2.2-432F of the Code of Virginia in writing, either before or at the time the data or other material submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices, and/or proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the

Appendix #1

Proposal Cover Sheet

This cover sheet ***MUST*** accompany each individual proposal submission. Typed (not handwritten) submissions are preferred. We will use this document to score each proposal.

Bidder Information

Company Name	
Company Contact Name	
Contact Email	
Contact Phone	

Briefly describe past relationship with OCPS:

References (Please provide 2 within K-12):

Description of Product, Warranty, Case (please attach more specs if available):

“White Glove” please describe in detail (please attach more if needed):