

WAKE COUNTY PUBLIC SCHOOL SYSTEM	INVITATION FOR BIDS NO. 251-17-286	
	Bids will be publicly opened: JUNE 16, 2017	
PURCHASING DEPARTMENT	Contract Type: Open Market	
<i>Refer ALL Inquiries to:</i> Rick Hunter Telephone No. 919-694-8729	Commodity: COMPUTER HARDWARE	
E-Mail: rhunter@wcpss.net	Using Agency Name: Wake County Public School System	
(See page 2 for mailing instructions.)		

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Raleigh, NC) until 4:00 P.M., EDT on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days Prompt Payment Discount: _____ % _____ days.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and include bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

DELIVER TO:
BID NO. 251-17-286 Attn: Rick Hunter Wake County Public School System Purchasing Department 1551 Rock Quarry Road, Building F Raleigh NC 27610-4145

TABULATIONS: Verbal tabulations of open market bids and award information can be obtained by calling the purchaser listed on the first page of this document. Tabulations will be available upon request no earlier than 9:00 a.m. on the first working day following the date of opening. Requests for lengthy or written tabulations cannot be honored.

TRANSPORTATION CHARGES: "FOB Raleigh, North Carolina with all transportation charges prepaid and included in the bid price."

**REQUEST FOR PROPOSAL
Bid # 251-17-286**

WCPSS HARDWARE BRAND ADOPTION

Interested Firms:

Wake County Public School System (WCPSS) is revisiting the desktop, and laptop brand standards currently approved for the district. WCPSS is seeking proposals from qualified manufacturers which meet the requirements outlined in the attached Request for Proposal (RFP). WCPSS is interested in selecting from these proposals either a single source or a limited number of preferred manufacturers from which the specified computer hardware and services will be acquired at an established discount. Instructions for manufacturer preparation and submission of proposal are contained in the attached packet. Please note that specific forms for submitting responses to this proposal are required.

Any changes to the conditions and specifications of this RFP must be in the form of a written addendum to be valid. The WCPSS Purchasing Department will issue a written addendum to document all approved changes to the RFP.

There will be a pre-proposal session on May 26, 2017 beginning at 10 am at 1551 Rock Quarry Road Building F, Raleigh NC 27610. Attendance at the session is **mandatory** for a bidder's proposal to be accepted.

Questions on this RFP should be directed to Mr. Rick Hunter through email at rhunter@wcpss.net.

WAKE COUNTY PUBLIC SCHOOL SYSTEM

REQUEST FOR PROPOSAL
Bid # **251-17-286**

WCPSS HARDWARE BRAND ADOPTION

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WAKE COUNTY PUBLIC SCHOOL SYSTEM

ISSUED: May 19, 2017
TO BE OPENED: June 16, 2017

**REQUEST FOR PROPOSAL
Bid # 251-17-286**

WCPSS HARDWARE BRAND ADOPTION

AS DESCRIBED IN THE ATTACHED SPECIFICATIONS

SECTION I – SCOPE, PROPOSAL REQUIREMENTS AND INSTRUCTIONS

A. INTRODUCTION

The Wake County Public School System (WCPSS) is seeking to establish an ongoing process to ensure favorable pricing for reliable computer hardware and quality warranty repair services. This request for proposals (RFP) is intended to start this process for these resources and services. From the responses to this RFP, WCPSS plans to select either a single brand or limited number of computer brands that can be purchased direct from the manufacturer(s) (Bidder) who can provide selected computers and related warranty services at predictable discounted rates. Once the selection has been made, award(s) for purchasing will be in effect for one year, with the option to renew under the same terms and conditions for four (4) additional, one (1) year periods. The total contract period will not exceed a total of five (5) years. During the annual review, WCPSS will assess the past year’s performance and determine whether to keep the respective brand as an approved vendor for the coming year.

B. GENERAL

WCPSS has standardized on the Microsoft Windows operating system utilizing Intel processors. WCPSS current purchases from all sources approximately 3,000 desktops and 20,000 laptops annually. Purchases may be made by individual schools or departments at various times throughout the year and quantities purchased will vary with each order. Quantities stated do not include possible bulk purchases made for refresh initiatives funded through current bond monies or other potential funding sources.

C. SCOPE OF WORK

It is the desire and intent of WCPSS to enter into agreements allowing all WCPSS schools and departments to purchase devices from a limited number of configurations. Recommended brand(s) will be established through this RFP process. Configurations may change with technology advances, but initial configurations will be established prior to award of proposal. For the purpose of providing pricing in response to this proposal, the following minimum configurations will be used:

1. DESKTOP REQUIREMENTS

MINIMUM SPECIFICATIONS FOR QUOTED DESKTOPS			
	Student Desktop	Staff/Teacher Desktop	Special Users Desktop
Entry-Level	Intel Core i5 processor	Intel Core i5 processor	Intel Core i7 processor

128 GB SSD or 500 GB HDD	256GB SSD or 500 GB HDD	512GB SSD or 500 GB HDD
8GB RAM	8GB RAM	16 GB RAM
Integrated Graphic card	Integrated Graphic card	Integrated Graphic card
Internal speakers	Internal speakers	Internal speakers
Gigabit Ethernet Interface Card	Gigabit Ethernet Interface Card	Gigabit Ethernet Interface Card
USB Keyboard/mouse	USB Keyboard/mouse	USB Keyboard/mouse
3 year warranty on device	3 year warranty on device	3 year warranty on device

- Requirements as specified in Section 10: Imaging should be noted

2. LAPTOP REQUIREMENTS

MINIMUM SPECIFICATIONS FOR QUOTED LAPTOPS		
	Staff/Teacher laptop 13 to 15"	Special Users laptop 13 to 15"
Entry Level	Intel Core i5 processor	Intel Core i7 processor
	128GB SSD	256GB SSD
	8GB RAM	16 GB RAM
	Gigabit Ethernet Interface Card	Gigabit Ethernet Interface Card
	Intel Dual Band Wireless-AC(2x2), Bluetooth	Intel Dual Band Wireless-AC(2x2), Bluetooth
	webcam	webcam
	at least 2 USB ports (one with 3.0 capability)	at least 2 USB ports (one with 3.0 capability)
	Internal HDMI port or Displayport. If Display port or mini HDMI port, provide dongle to convert to full size HDMI.	Internal HDMI port or Displayport. If Display port or mini HDMI port, provide dongle to convert to full size HDMI.
	Built in trackpad that supports tap, double tap, and drag capabilities	Built in trackpad that supports tap, double tap, and drag capabilities
	Built in stereo speakers	Built in stereo speakers
	Built in microphone	Built in microphone
	combination 3.5 mm headphone/microphone jack	combination 3.5 mm headphone/microphone jack
	Anti-peel or interlocking keyboard keys that cannot be popped off, spill resistant keyboard a plus	
	Onboard video card – HD capable	Onboard video card – HD capable
	at least 1920X1080 (1080p) resolution	at least 1920X1080 (1080p) resolution
	durable and rugged design, MIL-SPEC tested	durable and rugged design, MIL-SPEC tested
	AC power adapter included	AC power adapter included

	licensed for lowest level of upgradable Win OS (i.e. Home Premium)	licensed for lowest level of upgradable Win OS (i.e. Home Premium)
	8+ hour battery/long life battery	8+ hour battery/long life battery
	3 year warranty on device	3 year warranty on device
	min 1 year warranty on battery	min 1 year warranty on battery
	Asset tagging	Asset tagging

Mid-Level	Intel Core i5 processor	Intel Core i5 processor	Intel Core i7 processor
	128GB SSD	256GB SSD	512GB SSD
	8GB RAM	8GB RAM	16 GB RAM
	Gigabit Ethernet Interface Card	Gigabit Ethernet Interface Card	Gigabit Ethernet Interface Card
	Intel Dual Band Wireless-AC(2x2), Bluetooth	Intel Dual Band Wireless-AC(2x2), Bluetooth	Intel Dual Band Wireless-AC(2x2), Bluetooth
	webcam	webcam	webcam
	at least 2 USB ports (one with 3.0 capability)	at least 2 USB ports (one with 3.0 capability)	at least 2 USB ports (one with 3.0 capability)
	Internal HDMI port or Displayport. If Display port or mini HDMI port, provide dongle to convert to full size HDMI.	Internal HDMI port or Displayport. If Display port or mini HDMI port, provide dongle to convert to full size HDMI.	Internal HDMI port or Displayport. If Display port or mini HDMI port, provide dongle to convert to full size HDMI.
	Built in trackpad that supports tap, double tap, and drag capabilities	Built in trackpad that supports tap, double tap, and drag capabilities	Built in trackpad that supports tap, double tap, and drag capabilities
	Built in stereo speakers	Built in stereo speakers	Built in stereo speakers
	Built in microphone	Built in microphone	Built in microphone
	combination 3.5 mm headphone/microphone jack	combination 3.5 mm headphone/microphone jack	combination 3.5 mm headphone/microphone jack
	Anti-peel or interlocking keyboard keys that cannot be popped off, spill resistant keyboard a plus	Anti-peel or interlocking keyboard keys that cannot be popped off, spill resistant keyboard a plus	
	Onboard video card – HD capable	Onboard video card – HD capable	Onboard video card – HD capable
	at least 1920X1080 (1080p) resolution	at least 1920X1080 (1080p) resolution	at least 1920X1080 (1080p) resolution
	durable and rugged design, MIL-SPEC tested	durable and rugged design, MIL-SPEC tested	durable and rugged design, MIL-SPEC tested
	Internal SD card slot	Internal SD card slot	Internal SD card slot
	AC power adapter included	AC power adapter included	AC power adapter included
	licensed for lowest level of upgradable Win OS (i.e. Home Premium)	licensed for lowest level of upgradable Win OS (i.e. Home Premium)	licensed for lowest level of upgradable Win OS (i.e. Home Premium)
	8+ hour battery/long life battery	8+ hour battery/long life battery	8+ hour battery/long life battery
3 year warranty on device	3 year warranty on device	3 year warranty on device	
min 1 year warranty on battery	min 1 year warranty on battery	min 1 year warranty on battery	
Asset tagging	Asset tagging	Asset tagging	

- Requirements as specified in Section 10: Imaging should be noted

3. SMALL LAPTOP REQUIREMENTS

- Intel processor
- Minimum 4 GB memory
- Gigabit Ethernet card or Ethernet dongle
- Windows based OS
- 2 USB Ports
- Long-life battery
- Camera
- Webcam
- 10-12" LCD display
- Built-in wireless 802.11 A/C compatible
- Quote options of both three-year **AND** five-year parts and labor warranty
- Asset tagging
- Etching with district name and logo
- Requirements as specified in Section 10: Imaging should be noted

4. ALL-IN-ONE REQUIREMENTS (If no model available, note NA on price sheet)

- Minimum Intel Core i-5
- Minimum 8 GB memory
- Minimum 500 GB HDD or 128 GB SSD
- Gigabit Ethernet card
- Win 7 (licensed for Win 10 but imaged with Win 7)
- Minimum 4 USB Ports
- Minimum 20" LCD display
- Quote options of both three-year **AND** five-year parts and labor warranty
- Quote for both touchscreen **AND** non-touchscreen as available
- Requirements as specified in Section 10: Imaging should be noted

5. ULTRA SMALL FORM FACTOR DESKTOP REQUIREMENTS

- Minimum Intel Core i-5
- Minimum 8 GB memory
- Minimum 500 GB HDD or 128 GB SSD
- Gigabit Ethernet card
- Win 7 (licensed for Win 10 but imaged with Win 7)
- Minimum 2 USB Ports
- Quote 20" or larger monitor with capability of housing/attaching unit behind display
- Quote options of both three-year **AND** five-year parts and labor warranty
- Quote for both touchscreen **AND** non-touchscreen as available
- Requirements as specified in Section 10: Imaging should be noted

6. TABLET

WCPSS has chosen not to include tablet devices as part of this RFP. WCPSS reserves the right to purchase any manufacturers tablet(s) at any time based on needed functionality for desired use. Determination will be made on a case-by-case basis.

7. COMPUTER HARDWARE WARRANTY AND REPAIR SERVICES

The manufacturer or manufacturer's representatives will be expected to provide services to include the following:

- Three-year OR five-year, next business day, on-site warranty repair. WCPSS requires on-site services for desktops but manufacturer should quote depot repair services for laptops.
- Free Telephone Support during the warranty period.

Note: During this warranty period, all repairs must be fully documented and, when requested, such documentation provided electronically **in a format suitable to WCPSS Customer Support Center.**

8. VALUE-ADDED SERVICES

WCPSS seeks a response that goes beyond that of simply providing reliable, cost-effective computer hardware. Manufacturer, or value-added reseller (VAR) specified by manufacturer, should note and describe any value-added services which they are prepared to include at no additional charge to WCPSS. Examples of value-added services include, but are not limited to:

- Providing on-site support contract position(s).
- Storing quantities of devices at manufacturer- or VAR-provided facility for short periods of time prior to deployment.
- Delivering, un-boxing and setting up computers throughout district.
- Training technicians.

9. DISCOUNT

The manufacturer is expected to specify a set discount percentage to be applied over and above the NC State 204A Contract pricing for all WCPSS computer purchases to be made pursuant to this RFP. It is acceptable for the manufacturer to specify a percentage for laptop purchases and a different percentage for desktop purchases. However, the specified percentage(s) must remain in effect for the duration of any agreement resulting from this RFP. If no additional discount will be provided over and above the NC State 204A Contract pricing, manufacturer should so note in proposal.

Bidders should note requirements of Section 34 (Page 25) of additional terms and conditions related to price adjustments.

10. WARRANTY, REPAIR AND SERVICE LEVEL AGREEMENT

The manufacturer is expected to list specific information on the type of coverage to be provided under the required warranty period. Specifications regarding the proposed delivery of repair services under the warranty are to be detailed, including a process for handling/replacing dead on arrival (DOA) units as well as units that have repeatedly been in for repairs and are still not fully functional. A Service Level Agreement must be proposed with all details of the expectations of warranty service including, but not limited to, how notification is made of the need for service, timeline for providing service, method of contacting the telephone assistance help desk, detailed records to be maintained and provided to WCPSS electronically via a link to existing WCPSS call logging software (Cherwell). (All items of Section C of this RFP should be addressed.)

11. IMAGING

Chosen manufacturer(s) will provide two machines per model family elected by WCPSS for district standard purchases. These models will be permanently retained by WCPSS. As new models are transitioned to the WCPSS price file, manufacturer will continue to supply two machines per family for imaging purposes. WCPSS will provide a standard Windows based image to manufacturer. Manufacturer will preinstall the appropriate image onto hard drives of all devices purchased by WCPSS prior to shipment to a WCPSS facility or a third-party facility approved by WCPSS.

12. ALL CHARGES INCLUDED

The price of the device must be inclusive of any and all charges and fees with the exception of NC State Tax. All transportation charges will be FOB (Raleigh), North Carolina with all transportation charges prepaid and included in the bid price.

AUTHORIZED RESELLER(S) DEFAULTS

In addition to the attached Terms and Conditions, the manufacturer acknowledges that the Wake County Board of Education has adopted policies governing conduct on district property and agrees to abide by any and all relevant WCPSS policies while on district property. Manufacturer acknowledges that it has reviewed (accessible through the "View Policies" link at <http://www.wcpss.net/domain/2754>) and will abide by the following Wake County Board of Education policies:

- Policy 2302: Weapons Prohibited on School Property
- Policy 2305: Code of Ethics and Standard of Conduct
- Policy 2306: Drug and Alcohol Testing of Commercial Motor Vehicle Operators
- Policy 2308: Tobacco-Free Environment
- Policy 2321: Conduct of Employees Toward Students
- Policy 2334: Registered Sex Offenders
- Policy 3012: Prohibited Conduct on School Property and at School Events

It is the manufacturer's responsibility to read all Terms and Conditions carefully and consider them in preparing the offer. By signature manufacturer acknowledges acceptance of all Terms and Conditions, including those related to Code of Conduct and E-procurement.

13. QUALITY OF SERVICE

Each manufacturer will be monitored for quality of products and services provided. Such things as the following will be monitored:

- Adherence to required hardware specifications.
- Consistent discount.
- Timeliness of filling orders.
- Durability of products.
- Timeliness and quality of repair services.
- Performance of the manufacturer or manufacturer's representative as evidenced by WCPSS level of satisfaction.
- Adherence to and performance against the proposed service level agreement.

D. PROPOSAL REQUIREMENTS

1. RECEIPT OF PROPOSALS

Sealed proposals, subject to the conditions made a part hereof, will be received at the Wake County Public School System Purchasing Department, 1551 Rock Quarry Road Building F, Raleigh, North Carolina 27610 until 3 pm on June 16, 2017 at which time they will be publicly opened. These proposals may be mailed or hand delivered to Mr. Rick Hunter, Purchasing Administrator, located at Wake County Public School, Purchasing Department, 1551 Rock Quarry Road Building F, PO Box 28041, Raleigh, North Carolina 27610.

2. GENERAL

All proposals are subject, except where modified by addendum, to the provisions and conditions herein. All responses to this RFP will be controlled by the terms and conditions included by WCPSS. Attachment(s) of any terms and conditions by the manufacturer may be grounds for rejection of the proposal by WCPSS. Manufacturer agrees to the conditions set forth in this RFP by signature on the "Cover Sheet – Request for Proposal" contained herein.

WCPSS reserves the right to accept or reject any and all proposals received and to accept the proposal(s) determined most advantageous to the school system.

3. PRE-PROPOSAL SESSION

A pre-proposal session will be held at the Purchasing Department at 1551 Rock Quarry Road Building F, Raleigh, North Carolina at 10 am May 26, 2017. Attendance is **mandatory** and all attendees will be required to sign an attendance sheet.

It is a requirement of the manufacturers to attend the pre-proposal session in order for manufacturer to submit a proposal and to ensure a clear understanding of the type and scope of services and other pertinent information concerning this proposal.

4. TIMETABLE

Issue RFP:	May 19, 2017
Pre-proposal conference:	May 26, 2017
Proposals due:	June 16, 2017
Selection process completed:	July 2017
Award Agreement:	August 2017 BOE meeting
Effective date	September 1, 2017

Note: This timetable may be modified at the sole discretion of WCPSS. Contending manufacturers will be notified if modifications are made.

5. SUBMITTAL OF PROPOSALS

Three tabbed and bound copies each including original signatures on cover page and contents as specified within this RFP. Also include one copy of proposal on CD or flash drive (preferred). WCPSS will retain ownership of CD or flash drive submitted.

6. DEVIATIONS

Any deviations by the manufacturer from specifications indicated or implied herein must be clearly pointed out, otherwise it will be considered that services and products offered are in strict compliance with these specifications and the successful manufacturer will be held responsible.

7. QUALIFICATIONS OF MANUFACTURERS

WCPSS may make such reasonable investigations as deemed proper and necessary to determine the ability of the manufacturer to perform the work/furnish the item(s), and the manufacturer shall furnish to WCPSS all such information and data for this purpose as may be requested.

8. MANUFACTURER INFORMATION

The manufacturer will provide information including location of major offices, number and types of employees, years in business, any pending litigation that may impact ability to provide products and services covered under this RFP, general organizational structure and summary of major products and services. Manufacturer may include additional information as deemed appropriate.

9. REFERENCE LISTING

The manufacturer will provide names and contact information for at least three (3) other school districts similar in size and complexity to Wake County Public School System in which manufacturer has provided products and/or services. In addition, manufacturer will provide name and contact information of a firm similar in size and complexity to Wake County Public School System for which manufacturer has provided products and/or services.

10. ADDENDA

Manufacturers shall promptly notify WCPSS of any ambiguity, inconsistency or error, which may be discovered upon examination of these Proposal Specifications. Discovery of any ambiguities or errors will in no way affect the remaining content of this RFP. Corrections or changes to this RFP will be made by an addendum. All addenda will be posted to the NC Interactive Purchasing System. Interpretation, corrections or changes made in this RFP in any other manner will not be binding. The manufacturer shall acknowledge all addenda as part of the proposal submitted in response to the RFP.

11. CLARIFICATION OF PROPOSALS

Prior to acceptance of any proposal and negotiation of an agreement with any manufacturer, any or all manufacturers submitting proposals may be contacted for additional information, pricing or discussion of their respective proposal. Clarification may include, but is certainly not limited to, providing MIL-SPEC testing results if not initially included in the submitted proposal.

12. MANUFACTURER CONTACTS

The manufacturer shall designate on the proposal Cover Sheet the individual responsible for the proposal to serve as contact during the proposal evaluation process. In addition, the manufacturer shall designate on the proposal Cover Sheet a manufacturer liaison to serve as the manufacturer's single point of contact during the time period of any agreement resulting from this RFP. The manufacturer liaison will be the sole interface between WCPSS and the manufacturer on all matters concerning the agreement and shall provide status and service level reports throughout the contract period as required by WCPSS. The manufacturer liaison shall inspect all work products, monitor service levels and ensure contract compliance.

13. ADDITIONS/DELETIONS OF QUALIFIED OFFERINGS

WCPSS recognizes that from time to time new products may be announced within a product line that may replace or supplement items called for within this bid. WCPSS further recognizes that the needs may change during the contract period. In either case, replacement and/or supplemental products which meet or exceed the minimum bid requirements, **may** be added to this contract at the sole discretion of WCPSS. New products must be offered at a discount equal to or greater than the original bid percentage.

14. CONTRACT CHANGES

Contract changes, if any (with the exception of net price decreases), over the life of the contract must be approved in advance by appropriate WCPSS Technology Services personnel and the Purchasing Department.

15. PRODUCT RECALL

Bidder assumes full responsibility for prompt notification of any product recall.

16. PROPOSAL WITHDRAWAL

After proposal opening, no manufacturer may revoke or withdraw its proposal within a period of ninety (90) days.

17. QUALIFIED PROPOSALS

Qualified proposals must contain the following information in the order specified in section F of this RFP:

- Cover Sheet – Request for Proposal.
- Contact information for individual responsible for completing the RFP response.
- Contact information of manufacturer liaison.
- Copy of original RFP and all addenda.
- Manufacturer's Information.
- Documentation of experience with three school districts comparable to Wake County.
- Documentation of experience with firm similar in size, complexity and character to the Wake County Public School System.

- Proposed service level agreement and warranty and repair procedures, schedules.
- Pricing sheet for desktop and laptop hardware prototypes.
- Discount percentages over and above NC State 204A Contract price that can be applied to all computer equipment.
- Comments on Computer Hardware Features.
- Description of Value-Added Services.

All qualified proposals submitted in a timely manner with appropriate format and number of copies will be evaluated.

All proposals should be comprehensively worded in a manner that best conveys the intention of the manufacturer. Emphasis should be on completeness and clarity of content. WCPSS reserves the right to reject any proposal if the evidence submitted by, or investigations of, such manufacturer fail to satisfy WCPSS that such manufacturer is properly qualified to furnish the items and/or services contained therein. WCPSS reserves the right to reject any proposal due to significant errors or omissions of key information if the proposal does not conform to the necessary requirements of this RFP. WCPSS further reserves the right to accept the proposal which, at the sole discretion of WCPSS, is determined most advantageous to the school system.

Submission of a proposal shall be considered as a representation that the manufacturer has carefully investigated all conditions, guidelines, and information, which affect or may, at some future date, affect the performance of the services covered by this RFP.

18. PRODUCT EVALUATION

As part of the selection process, each manufacturer chosen for the short list will be required to provide five (5) devices of each proposed model, free of all expenses, for evaluation purposes. Test devices shall match the quoted configuration and shall be submitted to the Purchasing Department on or about the RFP due date or within a reasonable amount of time. Evaluation will be conducted by WCPSS personnel in our network and office environment to test compatibility, functionality, scalability and aesthetics. Test devices will be returned to manufacturer once testing has been completed.

19. AGREEMENT

Upon evaluation and approval of manufacturer, WCPSS will issue an agreement that authorizes all Wake County Public School System schools and departments to purchase desktops and laptops from the approved manufacturer(s) for a period of one year (agreement period), with the option for WCPSS to renew annually for up to four additional one-year periods.

20. ASSOCIATED COSTS

This RFP does not commit WCPSS to pay costs incurred in the preparation of manufacturer's response to this RFP. Also, unless otherwise arranged, the manufacturer awarded the agreement certificate shall provide and be financially responsible for all equipment, tools, labor, transportation and any other facilities necessary for fulfilling RFP proposal obligations for the duration of the agreement period.

21. WCPSS CONTACT PERSON

Mr. Rick Hunter
Administrator
Purchasing Department
Wake County Public School System
1551 Rock Quarry Road Building F
PO Box 28041
Raleigh, NC 27610

919-694-8729 - PHONE
919-856-8107 - FAX
rhunter@wcpss.net

22. NO PROPOSAL DOCUMENT ALTERATION

Alteration of proposal documents may be grounds for disqualification of manufacturer found to have made alterations.

E. EVALUATION CRITERIA

1. EVALUATION CRITERIA

WCPSS will consider the criteria listed below in evaluating these proposals. This RFP does not commit WCPSS to award an agreement certificate.

Evaluation Criteria: The following criteria will be considered as part of the evaluation.

1) **PRICING (maximum of 45 points awarded)**

- a) Discount percentages off of NC State 204A Contract price for all equipment. The product price after the discount must be inclusive of equipment, imaging, warranty service and delivery. Other than NC sales tax, no charges or fees should be applied when the product is ordered.
- b) Acceptable delivery schedules for equipment.

2) **HARDWARE WARRANTY, REPAIR AND SERVICE LEVEL (maximum of 25 points awarded)**

- a) Proposed warranty coverage.
- b) Proposed service level agreement.
- c) Monitoring process for service levels.
- d) Issue resolution process.
- e) Status reporting; accessibility and compatibility with WCPSS call logging software
- f) Internal measures for monitoring service quality.

3) **EXPERIENCE AND REFERENCES (maximum of 30 points awarded)**

- a) Experience and references from three school districts similar in size, complexity and character to the Wake County Public School System.
- b) Experience and references from firm similar in size, complexity and character to the Wake County Public School System.
- c) Demonstrated track record of quality work spanning at least five years.

2. SELECTION PROCESS

The successful manufacturer(s) will be selected by a committee using the evaluation criteria stated above. The committee will be composed of representatives from WCPSS Technology Services Department and other areas of the district as appropriate. The committee will rate the manufacturers based on the documentation submitted by the individual manufacturers and any knowledge the committee may have about the manufacturers from prior experience or may obtain through reference checks and/or inquiry of other sources. The manufacturers will be evaluated and a short list of manufacturers may then be interviewed prior to making final selections. WCPSS reserves the right to make partial, or multiple awards where it is advantageous to award separately by items.

F. INSTRUCTION TO MANUFACTURERS

- 1) Return three (3) bound, tabbed and executed copies of the proposal with the completed information outlined in this section. Also include one copy of proposal on CD or flash drive (preferred). Each bound copy must include, at the minimum, the following items in appropriately tabbed sections in the order described below:

Tab 1	Acknowledgement – Include completed cover sheet form Submittal 1, copy of RFP and all addenda (if any), Manufacturer’s Information and additional introductory information deemed appropriate.
Tab 2	References – Include completed forms in Submittal 2 and any additional information deemed appropriate.
Tab 3	Support – Hardware warranty and repair and proposed service level agreement.
Tab 4	Product and Pricing – Include completed forms in Submittal 4, comments on Computer Hardware Features (section C.1-C.4 of RFP), description of Value-Added Services (section C.7 of RFP) and any additional information deemed appropriate.

- 2) The proposal information should be typed, or printed in ink, for submission to Mr. Rick Hunter of the Wake County Public School System Purchasing Department, 1551 Rock Quarry Road Building F, PO Box 28041, Raleigh NC 27611.
- 3) The proposal should be submitted no later than 3 pm June 16, 2017 and the proposal package should be labeled as follows:

Proposal for: **WCPSS Hardware Brand Adoption RFP**
Bid #: 251-17-286
Opening Date: **June 16, 2017**

Best and Final Offers (BAFO). Vendors are urged to provide their most competitive pricing however WCPSS reserves the right to request Best and Final Offers. If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the nonresponsive Vendor from further consideration.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS. All communication should be directed in written form Rick Hunter, rhunter@wcpss.net.

VENDORS ARE CAUTIONED THAT ALL RESPONSES MUST BE ORGANIZED, IDENTIFIABLE AND READILY ACCESSIBLE. A TEMPLATE IS PROVIDED FOR USE BUT ANY ADDITIONAL INFORMATION SHOULD REFLECT IDENTIFIABLE LANGUAGE AND BE ACCESSIBLE AND ORGANIZED.

SECTION II – SUBMITTALS

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**CUSTOMER REFERENCES
(SUBMITTAL 2)**

1. SCHOOL DISTRICT NAME: _____

Main Contact _____ Telephone _____

Address _____

Chief Technology Officer or equivalent _____ Telephone
e _____

Finance Officer or equivalent _____ Telephone
e _____

Purchasing Director or equivalent _____ Telephone
e _____

Help Desk Director or equivalent _____ Telephone
e _____

Description of equipment and/or services
provided: _____

Dates of engagement: _____ From: _____ To: _____

2. SCHOOL DISTRICT NAME: _____

Main Contact _____ Telephone _____

Address _____

Chief Technology Officer or equivalent _____ Telephone
e _____

Finance Officer or equivalent _____ Telephone
e _____

Purchasing Director or equivalent _____ Telephone
e _____

Help Desk Director or equivalent _____ Telephone
e _____

Description of equipment and/or services
provided: _____

HARDWARE WARRANTY, REPAIR AND SERVICE LEVEL

(Submittal 3)

Manufacturer to provide information on how warranty repairs, DOAs, and units with multiple repair requests are handled as well as service levels and response times.

(see section C.9 of RFP for additional clarification)

**PRODUCT AND PRICING SHEET
 (Submittal 4)**

Each manufacturer is required to identify NC State 204A Contract pricing based on WCPSS minimum configurations as specified in RFP, percentage discounts over and above State Contract pricing, WCPSS prices and the anticipated time required for delivery in the spaces provided. Manufacturer will also provide specific codes and identifying descriptors for the product proposed to meet the minimum specifications.

Percent discount, if any, over and above NC State 204A Contract price for all:

Desktop configurations: _____%

All-in-One Desktop configurations: _____%

Ultra Small Form Factor configurations: _____%

Laptop configurations: _____%

Small Laptop configurations: _____%

Desktops Include separate row for each configuration quoted for student, staff/teacher, and special user	State Contract	Additional % Discount	WCPSS Price	Typical Time Required for Delivery (days or weeks)
Configuration – Minimum Model # (include identifying codes and descriptions of product)				
All-in-One Desktop	State Contract	Additional % Discount	WCPSS Price	Typical Time Required for Delivery (days or weeks)
Configuration – Minimum Model # (include identifying codes and descriptions of product)				
Ultra Small Form Factor Desktop	State Contract	Additional % Discount	WCPSS Price	Typical Time Required for Delivery (days or weeks)
Configuration – Minimum Model # (include identifying codes and descriptions of product)				
Laptops Include separate row for each configuration quoted for student, staff/teacher, and special user	State Contract	Additional % Discount	WCPSS Price	Typical Time Required for Delivery (days or weeks)
Configuration – Minimum Model # (include identifying codes and descriptions of product)				
Small Laptop	State Contract	Additional % Discount	WCPSS Price	Typical Time Required for Delivery (days or weeks)

Configuration – Minimum Model # (include identifying codes and descriptions of product)				

Provide details on configuration of each model quoted and how it meets or exceeds requirements listed in Section C of RFP. Note any items that are not available on model proposed and how that functionality will be obtained.

PROVIDE PRICING FOR THE FOLLOWING OPTION(S) FOR CONSIDERATION PURPOSES.

OPTION:	Amount (If Any) Added or Deducted to Total WCPSS Device Cost
Accidental damage protection on laptops	
3-year warranty on battery for laptops	
5-year device warranty	
Etching of WCPSS logo and name	

NOTE: Pricing for models quoted shall not be increased for a minimum of six (6) months for purchases made through WCPSS.

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
11. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items;

or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.

22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers.
26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.

29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:
a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. **INSURANCE:**

a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

b. **Public liability and Property Damage Insurance** - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.

a. **Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature and not specific to WCPSS.

b. **Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period.

c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase, or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price

increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

35. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
38. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the provider for the services rendered by the Purchasing Director under this contract. The provider will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the provider. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Provider or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Purchasing Director. The transaction fee shall be based on purchase orders issued for the prior month. Unless Purchasing Director receives written notice from the provider identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and provider shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the provider is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the provider. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Purchasing Director shall provide, whenever reasonably requested by the provider in

writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Purchasing Director will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Purchasing Director will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Provider agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a provider is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Provider shall be responsible for all activity and all charges by such employees. Provider agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the provider's account, provider shall immediately change its password and notify the Purchasing Director of the security breach by e-mail. Provider shall cooperate with the State and the Purchasing Director to mitigate and correct any security breach.

PROVIDER IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

39. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
40. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
41. **IRAN DIVESTMENT ACT:** Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 143C-6A-4. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employee conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

Conflict of Interest:

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

Nepotism:

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family. , internal auditors, external audit firm (contracted to perform the annual audit), or any persons authorized by the Superintendent or the Finance Officer to receive it.

Gifts to Employees:

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

Wake County Public School System BID PROTEST PROCEDURE

PURPOSE

To insure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards..

PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of Wake County Public Schools System transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Senior Director of Purchasing, 1551 Rock Quarry Road, Raleigh NC 27610 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information the Senior Director of Purchasing shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.