


RFP: Computer Hardware for Staff Mobile Devices

Wake County Public Schools
Purchasing Dept
August 23, 2019
Re: Bid # 251-20-147

Wake County Public Schools is issuing a request for an agency-specific bulk purchase of State Contract 204 microcomputers. WCPSS anticipates purchasing approximately 17,000 mobile devices for staff use throughout the district. Proposals submitted should address all specifications as requested in the RFP.

Regards,

Rick Hunter
Purchasing Manager
Wake County Public School System

 <p>Raleigh, NC 27610</p>	Request for Proposal: 251-20-147 COMPUTER HARDWARE FOR STAFF DEVICES	
	Bids will be publicly opened: September 10, 2019	
	Contract Type: Agency Specific Bulk Purchase	
Refer ALL Inquiries to: Rick Hunter Telephone No: 919-694-8729	Commodity: -204A	
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 **3:00 p.m.** 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 Request for Quote, 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.

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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-reusable 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.

RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	WCPSS	August 23, 2019
Submit Written Questions	Vendor	August 30, 2019
Provide Response to Questions	WCPSS	September 4, 2019
Submit Proposals	Vendor	September 10, 2019
Notice of Award	WCPSS	End of September 2019

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to rhunter@wcpss.net by the date and time specified above. Vendors should enter "RFP #Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, WCPSS' response, and any additional terms deemed necessary by WCPSS will be posted in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of proposal
<i>PROPOSAL NUMBER: RFP:251-20-147</i> <i>Wake County Public Schools</i> <i>Attn: Rick Hunter</i> <i>1551 Rock Quarry Road</i> <i>Raleigh, NC 27610</i>

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IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

a) Submit **one (1) signed, original executed** proposal response, two (2) photocopies of your proposal and one electronic copy simultaneously to the address identified in the table above.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

PURPOSE AND BACKGROUND

Wake County Public School System (WCPSS) plans to make a significant computer hardware purchase for staff devices utilizing CIP 2018 bond funds allotted for a district-wide technology refresh. Submitted quote should acknowledge that WCPSS shall not incur any additional charges for the proposed services beyond the specified per unit cost of the computer hardware noted within.

For background purposes, WCPSS is currently the largest school district in North Carolina and the 15th largest in the United States. There are currently 187 schools serving a student population of more than 161,000. There are 114 elementary schools, 36 middle schools, 28 high schools, six alternative schools, one academy (K-8) and two leadership academies (6-12). Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

SCOPE OF PROJECT

HARDWARE

WCPSS anticipates purchasing approximately 17,000 mobile devices for use by full-time staff at school and administrative sites throughout the district.

MOBILE DEVICE

WCPSS is requesting a quote on a touch screen mobile device with a screen size of approximately 12-14". Listed below are **minimum** configuration requirements of the machines to be quoted as it pertains to this RFP:

associated with the Project with the exception of NC State Sales Tax. Quoted amount for each unit should be submitted on the "Product Price Quote" provided on Page 11.

SERVICES

WCPSS seeks a response that goes beyond that of simply delivering a reliable, cost-effective computer. Manufacturer, or value-added reseller (VAR) specified by manufacturer, will also be required to provide the following services and meet specific deadlines set by WCPSS. Specific order(s) will require receipt of products no later than January 2020. Initially the new equipment would be delivered to a climate-controlled, fully insured warehouse facility provided by the manufacturer or VAR for housing of equipment and staging for delivery.

- * Arrangements must be made for an appropriately sized, climate-controlled, secure storage facility located in Wake County, North Carolina for devices for up to seven (7) months from date of receipt. Copy of a valid insurance certificate, naming WCPSS as additionally insured, is required as part of proposal to provide proof of liability coverage for storage location.
- * Mobile devices will be etched with district name and logo (file to be provided by WCPSS) as well as asset tagging with a custom asset tag which includes, at a minimum, WCPSS PO number and respective device serial number.
- * Work with WCPSS staff on creating a master image for the mobile devices which will be preloaded prior to delivery.
- * A specific quantity of machines will be delivered to each site. For purpose of this bid, typical quantity of mobile devices delivered to each school site will be approximately 75 devices to elementary and 150 to secondary. Central service locations (administrative offices) will vary by department.
- * A process must be outlined, and approved in advance by WCPSS, in response to handling D.O.A. units.
- * Delivered devices will be unboxed and stored in the specified location(s) in the school or central service location.
- * A sign off sheet will be required for each site confirming delivery and acceptance of devices.
- * The packing materials will be removed and appropriately disposed of offsite. School facilities cannot be used for disposal of trash so alternative arrangements must be made (ex: haul away in truck or temporarily provide trash bin which should remain on site no more than 24 hours.)
- * Schedule weekly conference call with appropriate parties to provide update on status of the Project.
- * Accurate records of device serial numbers delivered to each site must be provided to WCPSS on a mutually agreed upon schedule.
- * The above activities will be accomplished in as short a period of time as possible – preferably, by the end of March 2020.

In the manufacturer's proposal for the Project addressing the above services, manufacturer should give consideration to timeliness of filling order, warehousing new hardware prior to delivery, efficiency of installation services, and off-site trash removal from unboxed new hardware (e.g. cardboard, Styrofoam, plastic bags).

All services as described and detailed in manufacturer's proposal should be included in the per unit price specified on the Product Price Quote.

The liaison specified by manufacturer will be the sole interface between WCPSS and the manufacturer on all matters concerning the services and shall provide status and service level reports as required by WCPSS. The liaison shall inspect all work products, monitor service levels and ensure compliance to WCPSS requirements. Detailed inventory information must be kept current and readily

available upon request for all units purchased and held under manufacturers selected service providers control.

RESPONSE REQUIREMENTS

Completed Product Price Quote, subject to the conditions made a part hereof, and any other documentation required within this RFP must be provided to Mr. Rick Hunter no later than 3:00 pm (EST) on date specified. All Quotes are to be sent to the attention of Mr. Rick Hunter 1551 Rock Quarry Road, Raleigh, NC 27610. Please allow appropriate lead time for items to arrive by above specified deadline date and time.

Submission of a response 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.

Manufacturer shall hold proposal valid for a minimum of sixty calendar days (60 days).

EVALUATION CRITERIA

“Best value” procurement methods are authorized by N.C.G.S. §143-135.9. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the manufacturer’s proposal; the manufacturer’s past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of “Best Value” Information Technology procurement is to enable manufacturers to offer and WCPSS to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement. All Criteria for best value selection are provided here with this RFP.

Source Selection

A trade-off/ranking method of source selection will be utilized in this procurement to allow the WCPSS to award the contract to the manufacturer providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.

- i. The evaluation committee may request clarifications, an interview with or presentation from any or all manufacturers as allowed by 9 NCAC 06B.0307. However, the WCPSS may refuse to accept, in full or partially, the response to a clarification request given by any manufacturer. Manufacturers are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Manufacturers should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the proposal, as required.
- ii. Evaluation Process Explanation. WCPSS employees will evaluate all proposals. All proposals will be initially classified as being responsive or non-responsive. If a proposal is found non-responsive, it will not be considered further. All responsive proposals will be

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evaluated based on stated evaluation criteria, as provided with this RFP. Any references in an answer to another location in the RFP materials or Proposal shall have specific page numbers and sections stated in the reference.

- iii. To be eligible for consideration, a manufacturer must meet the intent of all requirements. Compliance with the intent of all requirements will be determined by WCPSS. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
- iv. Manufacturers are advised that WCPSS is not obligated to ask for, or accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal.

Bidder is encouraged to provide best offer with original response. WCPSS, at its sole discretion, reserves the right to request Best and Final Offers (BAFOs) from one or more qualified responsive proposers. The WCPSS will evaluate BAFOs and add any additional points to the manufacturers' respective scores, as applicable. Points awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned points to attain final scores.

Each of the evaluation criteria below shall be evaluated in accordance with the solicitation documents:

Evaluation Criteria – Technical	Points
Hardware Requirements <ul style="list-style-type: none"> • Input from focus groups/staff/review committee 	250
Implementation Services <ul style="list-style-type: none"> • Project approach • Project management • Project team • Ability to complete required work within stated schedule • Inventory control • Acceptance of stated requirements 	200
<ul style="list-style-type: none"> • Experience and Qualifications (References similar size/ industry) 	200
Quoted Hardware Requirements <ul style="list-style-type: none"> • Extent to which proposed hardware meets the RFP's functional and technical requirements • Extent of modifications required to meet the stated requirements 	300
<ul style="list-style-type: none"> • Quality of Proposal Submission <ul style="list-style-type: none"> • Adherence to submittal requirements • Oral presentations, if any 	50
Total Points	1000

Evaluation Criteria – Commercial	Points
<ul style="list-style-type: none"> • Total Cost of Ownership 	475
<ul style="list-style-type: none"> • Warranty / Replacement 	110
<ul style="list-style-type: none"> • Experience and Qualifications (References similar size/ industry) 	140
<ul style="list-style-type: none"> • Quality of Proposal Submission <ul style="list-style-type: none"> ○ Adherence to submittal requirements ○ Oral presentations, if any 	50
<ul style="list-style-type: none"> • Product availability/ lead time, invoicing, & capacity to support deployment 	225
Total Points	1000

Manufacturer may be disqualified from any evaluation or award if manufacturer or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with WCPSS, or violated rules or statutes applicable to public bidding in the State of North Carolina, as documented.

Award of Contract

Qualified proposals will be evaluated, and acceptance will be made in accordance with Best Value procurement practices as defined by GS §143-135.9 and applicable administrative rules. The responsible manufacturer whose proposal is most advantageous to WCPSS, taking into consideration the evaluation factors herein, will be recommended for award of procurement.

GENERAL

Unless otherwise indicated by the manufacturer, the current WCPSS account representative shall serve as the single point of contact for the manufacturer during the evaluation process. In addition, the manufacturer may designate additional personnel to act as liaison during the time period any services are being performed as a direct result of this RFP.

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.

Manufacturers shall promptly notify Mr. Rick Hunter at 919-694-8729 or rhunter@wcpss.net of any ambiguity, inconsistency or error, which may be discovered upon examination of this RFP. 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 written addendum and emailed to all participating manufacturers. All such addenda shall become part of this RFP.

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

PRODUCT PRICE QUOTE

Multiple mobile models may be quoted for consideration.

Product	Model Number	List Price	Discount Applied, if any	WCPSS Staff Device Price	Total WCPSS Staff Device Cost
Touch screen laptop device with an approximate screen size of 12-14" and i5 processor that meets or exceeds all other minimum requirements listed					
Touch screen laptop device with an approximate screen size of 12-14" and i7 processor that meets or exceeds all other minimum requirements listed					

PROVIDE PRICING FOR THE FOLLOWING OPTIONS AGAINST THE MODEL(S) QUOTED ABOVE FOR CONSIDERATION PURPOSES.

OPTION:	Amount (If Any) Added or Deducted to Total WCPSS Staff Device Cost
Five-year warranty on touch screen laptop device	
Accidental damage protection on touch screen laptop device (Three-year option)	
Accidental damage protection on touch screen laptop device (Five-year option)	
HDMI to VGA Adapter	
Additional RAM: 8 GB (bringing total to 24 GB) and 16 GB (bringing total to 32 GB)	

Provide details on configuration of each model quoted and how it meets or exceeds requirements listed on Page 5 of RFP. Note any specs that are not available on model proposed and how that functionality will be obtained. Although dongles are not the preferred method, if required to receive a specific functionality, manufacturer should specify need and include cost in per unit price point.

NOTE: 1. Pricing for model(s) selected shall not be increased for one year from award date for possible additional purchases made through WCPSS.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS, other government agency office, WCPSS body or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the contents of another Vendor’s bid, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in WCPSS’ discretion that the communication was harmless, that it was made without intent to influence and that the best interest of WCPSS would not be served by the disqualification. A Vendor’s bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Please contact rhunter@wcpss.net.

E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. Vendor shall note in response if special instructions will be required to be included on purchase orders. (IE: contract number, etc.)

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.

DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications.

Vendor Profile

Vendor shall provide company profile information (company background, number of employees, type of company, financial information, capacity for handling services, location of company)

Vendor Experience

Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to Wake County Public Schools.

Technical Approach

Vendor’s proposal shall include, in narrative, outline and/or graph form the Vendor’s approach to accomplishing the tasks outlined in the Scope of Work section of this RFP.

Customer Reference Template

References

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been provided.

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Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

BID EVALUATION: Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Wake County Public School System reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

DELIVERY: Wake County Public School System reserves the right to consider the delivery time offered as a factor in the award of contract.

DEVIATIONS: Any deviations from specifications and requirements herein by bidder may subject proposal to disqualification

FIRM BID: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

Wake County Public School System reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in the Wake County Public School System best interest.

WARRANTY: (See aforementioned specifications regarding warranty requirements)

E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. Fees apply.

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

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.

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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.

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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.
 - 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. **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.
39. **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.
40. **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. § 147-86.58. 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.