



**Memorandum From Purchasing Department**

***Letter of Instruction For RFB #251-22-165***

**To: Prospective Parties**

**Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.**

- **Wake County Public Schools is issuing a request for a bulk purchase of microcomputers (Chromebooks). WCPSS anticipates an initial purchase of 20,000 mobile devices and cases for student use at all school sites throughout the district. An additional purchase of 20,000 mobile devices will be made later in the school year. Proposals submitted should address all specifications as requested in the RFB.**
- **All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.**
- **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Bids or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
- **WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFB PROCESS. All questions should be directed to Kris Adams at [kwadams@wcpss.net](mailto:kwadams@wcpss.net)**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Submit one (1) signed, original executed proposal responses, *along with 1* photocopy and 1 electronic copy (flash drive) of your proposal simultaneously to the address identified below. Email bids will not be accepted.**

**Clearly mark each package with: (1) Vendor name; (2) the RFB number; and (3) the due date. Address the package(s) for delivery as shown in the table below. 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.**

|                                                                                                            |                                                                      |                                                         |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------|
| <br><br>Raleigh, NC 27610 | <b>Request for Bid: 251-22-165</b>                                   |                                                         |
|                                                                                                            | <b>HARDWARE FOR STUDENT DEVICES</b>                                  |                                                         |
|                                                                                                            | <b>Bids will be publicly opened: September 20, 2021, 2:00 PM ET.</b> |                                                         |
| <b>Contract Type: Agency Specific Bulk Purchase</b>                                                        |                                                                      | <b>Commodity: Computer Hardware for Student Devices</b> |
| <b>Refer <u>ALL</u> Inquiries to:</b> Kris Adams<br>Telephone No: 919-588-3457                             |                                                                      | Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM     |
| E-Mail: kwadams@wcpss.net                                                                                  |                                                                      |                                                         |
| <b>(See page 2 for mailing instructions.)</b>                                                              |                                                                      |                                                         |

**NOTICE TO BIDDERS**

Sealed Bids, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Rd Building F, Raleigh, NC 27610) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 4 for proper mailing instructions.

Bids submitted via email or 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 Bid, 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.

**RFB SCHEDULE**

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

| Event                         | Responsibility | Date and Time (ET.) |
|-------------------------------|----------------|---------------------|
| Issue RFB                     | WCPSS          | 9/9/2021            |
| Submit Written Questions      | Vendor         | 9/14/2021 5:00 PM   |
| Provide Response to Questions | WCPSS          | 9/16/2021           |
| Submit Bids                   | Vendor         | 9/20/2021 2:00 PM   |
| Open Bids                     | WCPSS          | 9/20/2021 2:00 PM   |

**PROPOSAL QUESTIONS**

Upon review of the RFB documents, Vendors may have questions to clarify or interpret the RFB 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 [kwadams@wcpss.net](mailto:kwadams@wcpss.net) by the date and time specified above.

**Vendors should enter “RFB 251-22-165 #Questions” as the subject for the email.** Question’s submittals should include a reference to the applicable RFB section and be submitted in a format shown below:

| Reference                | Vendor Question      |
|--------------------------|----------------------|
| RFB 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 RFB. 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 RFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFB. **Addendum's associated with the Request for Bid will be posted to the following links and it will be the vendor's responsibility to adhere to and check these addendums prior to bid submittal:**

(<http://webarchive.wcpss.net/about-us/purchasing/open-bids.html>)

(<https://www.ips.state.nc.us/IPS/BidNumberSearch.aspx>)

## 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

*PROPOSAL NUMBER: RFB 251-22-165*  
*Wake County Public Schools*  
*Attn: Kris Adams*  
1551 Rock Quarry Rd. Bldg F  
Raleigh, NC 27610

**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, one (1) photocopy of your proposal and one electronic copy (flash drive) simultaneously to the address identified in the table above. Clearly mark each package with: (1) Vendor name; (2) the RFB 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 multiple computer hardware purchases of devices for student use during the 2021-22 school year. Initial purchase within the first month of award will be for 20,000 devices. One additional bulk purchase of approximately 20,000 devices is planned for in the spring 2022. Smaller, individual school/department purchases may be made throughout the year utilizing the quoted device. 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 16<sup>th</sup> largest in the United States. There are currently 192 schools serving a student population of approximately 162,000. There are 116 elementary schools, 37 middle schools, 29 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](http://www.wcpss.net)).

## SCOPE OF PROJECT

### HARDWARE

WCPSS anticipates purchasing approximately 40,000+ mobile devices and cases for student use at all school sites throughout the district.

WCPSS is requesting a quote on a Chromebook that meets the minimum configuration requirements as stated below:

- Intel, AMD, or equivalent latest generation processor
- 32 GB SSD
- 4 GB RAM
- Two USB-A ports
- Two USB-C ports (both with charging capability)
- Integrated front (user) facing 720p camera
- Long life battery (8 hours or better)
- Wireless 802.11ac
- Built-in trackpad
- Built-in stereo speakers
- Built-in microphone
- Combination 3.5mm headphone/microphone port
- Anti-tamper keyboard
- 360° hinge that allows tent and tablet mode
- Anti-glare multi-touch touchscreen
- Meets or exceeds mil spec standards
- Reinforced ports and hinges
- USB-C AC power adapter included
- Minimum 3-year warranty on device
- Minimum 3-year warranty on battery

Multiple models may be quoted. Please address how each model meets or exceeds the specifications listed above and include any additional specifications of the device(s) quoted. **Please see Attachment (A) on page 24 for additional models that you may choose to quote.**

If a model transition is known to take effect prior to bid submission, and the new model and associated pricing will meet current configurations, manufacturer may opt to quote new model. This decision is solely at the discretion of the manufacturer and is subject to WCPSS prior unit sample testing and approval. Whatever model quoted, manufacturer must assure inventory will be available to meet the requirements of this RFB and delivery will occur within required timeline. There will be zero allowance for model changes after the fact or cost increases.

Manufacturer is required to provide two (2) of each proposed model, free of expense, for evaluation by WCPSS staff. Test devices provided shall match the vendor quoted configuration and shall be submitted to the Purchasing Department on or about the RFB due date or within a reasonable amount of time. Test devices will be returned to manufacturer not awarded the bid. Test devices from chosen manufacturer will not be returned.

The manufacturer, after taking into account all services associated with this endeavor (“the Project”), must quote a bottom line unit cost per device option inclusive of any and all charges and fees 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 10.

## SERVICES

WCPSS seeks a response that goes beyond that of simply delivering a reliable, cost-effective computer system. 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.

### *Chromebook White Glove Services*

1. Receipt and tracking of all shipments of Customer systems into an insured climate-controlled warehouse provided by manufacturer or VAR located in Wake County or the RTP area of North Carolina.
  - a. Valid Certificate of Insurance must be provided showing current liability coverage for any facility storing equipment related to all WCPSS orders. Supplier is responsible for equipment while in possession and services are being provided. WCPSS will take ownership/responsibility of machine(s) when it reaches final destination and has been signed as received by an appropriate WCPSS designee.
2. Stage delivered equipment in preparation for pre-configuration by the school project/location/PO number
3. Perform etching and Google Chrome White Glove Service on each unit which includes the following:
  - a. Systems required for configuration will be unboxed
  - b. Systems will go through inspection process for signs of physical damage or blemishes
  - c. Systems will be powered on and inspected for hardware and software errors
  - d. Systems will be updated with latest version of OS update
  - e. Perform any wireless network configuration for the customers network using WPA or WPA2 with pre-shared key authentication if required
  - f. Verify all licenses have been allocated to the management console before enrollment
  - g. Systems will be enrolled to the end user’s domain (management console) by performing white glove services enrollment using the enrollment accounts provided by WCPSS.
  - h. Customer has created a profile for each school, whereby Chromebooks will have to be enrolled under the correct school
  - i. Systems are to be successfully configured and checked to ensure services are completed correctly. If confirmation of enrollment is required in the console, a designated WCPSS contact will be provided by the customer.
  - j. Apply custom asset tag to include, at a minimum, WCPSS PO number and device serial number (to be agreed upon by WCPSS)
  - k. Apply Barcode Tag (WCPSS provided) on each device, scan, and provide reporting as requested by WCPSS

- I. Etching/engraving of each Chromebook with WCPSS approved name/logo (current image size is approximately 7" W x 2" H)
  - m. Systems are re-boxed/palletized for shipment to the identified end user Customer location
4. Warehousing/Delivery:
  - a. Warehousing of devices in an appropriately sized, secure, insured, climate-controlled environment in the RTP area for up to six months from date of receipt
  - b. All systems will be sorted, separated, and segregated by project name/PO number for each shipment
  - c. Deliver the systems to the final school or department location inside the building per jointly agreed schedule
  - d. Removal of trash from the premises OR placing of trash in recycling location on school grounds IF school provides prior approval
  - e. Provide proof of delivery for all shipments to the designated WCPSS Project Manager In electronic format
  - f. Report service completion by asset type, serial number and location of final customer location to the designated WCPSS Project Manager
  - g. Provide electronic file of serial numbers with order number and PO listed for each unit
  - h. Receive all signoffs

### *Warranty*

Manufacturer or VAR will provide a comprehensive Warranty Solution, including a Local Service Depot, availability of parts, and personnel to meet the agreed upon Service Level Objective (SLO) of Next Business Day (NBD). Included in the Service, Manufacturer or VAR will repair all units except those with intentional damage, as defined in the terms and conditions of Manufacturer's Warranty or those devices that are out of warranty.

Manufacturer or VAR will provide Onsite Warranty Repair Services to Customer for hardware incidents unresolved through the Customer Service Desk. Warranty support includes required labor and parts to restore the malfunctioning devices to operational status. Manufacturer or VAR will repair the malfunctioning systems onsite, within the mutually agreed upon SLO of NBD, pending parts availability.

Manufacturer or VAR will provide reporting upon request which will include all details regarding warranty repairs and resolutions.

### *Coordination*

- Schedule weekly conference calls with appropriate parties to provide update on status of the Project.
- Collaborate with WCPSS to share information regarding timelines, processes, needs, expectations, etc.

### *Record Keeping*

- Provide WCPSS with an electronic file (csv) of serial numbers, custom barcode numbers, PO number, model number, order date, warranty expiration date, and destination for each order.
-

- A process must be outlined, and approved in advance by WCPSS, in response to handling D.O.A. or damaged units.
- Provide a delivery receipt for each site confirming delivery and acceptance of devices.
- Provide tracking numbers, delivery updates, invoices, and other records upon request.

Although it is acceptable for some services to be performed by the vendor at their facility or a third-party facility prior to warehousing locally for distribution, WCPSS recognizes the value of the majority of services being performed locally.

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.

All services as described and detailed in manufacturer's proposal should be included in the per unit price specified for each Chromebook option.

The liaison specified by manufacturer will be the primary 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 provider's control.

## **RESPONSE REQUIREMENTS**

At a minimum, all responses must include the following:

- Detailed specifications of the device(s) being proposed in comparison to the specifications outlined above
- A detailed description of the services being proposed in comparison to the services outlined above
- Statements of acknowledgement and acceptance of additional requirements throughout this bid
- A statement of commitment to the project and/or to WCPSS
- A description of any additional considerations, including but not limited to
  - Availability of the quoted model
  - Constraints that may affect delivery
  - Any other considerations that may affect the project

Completed Product Price Quote, subject to the conditions made a part hereof, and any other documentation required within this RFB must be provided to Mr. Kris Adams no later than 1:00 pm (EST). All Quotes are to be sent to the attention of Mr. Kris Adams, 111 Corning Rd, Cary, NC 27518. 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 RFB.

Manufacturer shall hold proposal valid for a minimum of forty-five calendar days (45 days).

## **EVALUATION CRITERIA**

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.

## **AWARD CRITERIA**

As provided by statute, award will be based on the lowest responsive/responsible bidder with additional services evaluated and best bid (most advantageous to Wake County Public School System) as determined by consideration of:

1. Prices offered.
2. Quality of item(s) offered.
3. General reputation and performance capabilities of the bidder.
4. Conformity with specifications herein.
5. Delivery and installation schedule.
6. Location and availability of service and repair facilities and personnel.
7. Suitability for Intended Use.
8. References provided for proposed item(s).
9. Demonstration of proposed item(s), if required.

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.

## **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 most responsive/responsible low bid.

- i. The evaluation committee may request clarifications, an interview with or presentation from any or all manufacturers. 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 evaluated based on stated evaluation criteria, as provided with this RFB. Any references in an answer to another location in the RFB 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 RFB 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 negotiate better pricing with selected vendor.

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

| <b>Evaluation Criteria - Device</b>        | <b>Points</b> |
|--------------------------------------------|---------------|
| Hardware Requirements/Specs                | 300           |
| Price                                      | 300           |
| Availability and Constraints               | 200           |
| Quality and Build of Device                | 100           |
| WCPSS Staff Input                          | 100           |
| Total Points                               | 1000          |
| <b>Evaluation Criteria - Vendor</b>        | <b>Points</b> |
| Description of Services                    | 300           |
| Commitment to WCPSS                        | 300           |
| Experience and Qualifications (References) | 200           |
| Quality and Clarity of Proposal            | 100           |
| Additional Proposed Components             | 100           |
| 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. Vendors must not be debarred from doing business with the State of North Carolina or Federal Government.

## **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 RFB.

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. Kris Adams at 919.588.3457 or [kwadams@wcpss.net](mailto:kwadams@wcpss.net) of any ambiguity, inconsistency or error, which may be discovered upon examination of this RFB. Discovery of any ambiguities or errors will in no way affect the remaining content of this RFB. Corrections or changes to this RFB will be made by written addendum and emailed to all participating manufacturers. All such addenda shall become part of this RFB.

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**

| <b>Product</b>                                                                                                                      | <b>Model Number</b> | <b>List Price</b> | <b>Discount Applied, if any</b> | <b>WCPSS Student Device Price</b> | <b>Total WCPSS Student Device Cost</b> |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|---------------------------------|-----------------------------------|----------------------------------------|
| <b>Chromebook that meets or exceeds all minimum configuration requirements listed and includes noted white glove services – 4GB</b> |                     |                   |                                 |                                   |                                        |

|                                                                                                                                                                   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Snap-on Protective Case that can withstand daily student use (installed by manufacturer/VAR at setup)<br>(provide product description and image of proposed case) |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

If quoting multiple models, please include case quote for each. Chromebook unit quoted cost should include all white glove services and Google Console License. Case and ADP are considered optional and may or may not be purchased with Chromebooks.

**NOTE:**

- 1. Pricing for model(s) selected shall not be increased for a minimum of one year from date of award 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 kwadams@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 RFB.

**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.

**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**

## **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 VENDORS:** WCPSS objects to and reserves the right to reject any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Request for Proposal and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, unless specifically accepted in writing by WCPSS. The Offeror shall identify on a separate document any additional terms and conditions that are submitted with the Offeror's response.
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 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:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - 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:**
- 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 |
  - 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. **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 username 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. § 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.

EP T&C  
2019

November

**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. (<https://ncadmin.nc.gov/businesses/hub>)

**MBE INFORMATION: (Required)**

Please provide the following data in order for WCPSS to provide it to the Office for Historically Underutilized Businesses, NC Department of Administration.

I certify the status as a minority business (at least 51% of business is owned by) as recognized by the State of NC: (<https://ncadmin.nc.gov/businesses/hub>)

(check all that apply)

- ☐ Black, African American (B)
- ☐ Hispanic (H)
- ☐ Asian American (AA)
- ☐ American Indian (IA)
- ☐ Socially and Economically Disadvantaged (SE)
- ☐ Female (F)
- ☐ Not Applicable

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Identification of Historically Underutilized Business Participation**

Bid / Solicitation Number: \_\_\_\_\_

Bid / Solicitation Description: \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of Bidder)

do hereby accept that on this project, we will use the following certified Historically Underutilized Businesses (HUBs) as vendors, suppliers, subcontractors or providers of professional services.

Self-Performing: Check here if bidder will be doing all work with no subcontractors or suppliers:  
\_\_\_\_\_

Bidder's HUB Certification Status:                      HUB Certified?                      Yes                      No

Sub-Contract HUB Firm Name,                      Type of Work                      \$ Amount\*                      HUB  
Address and Phone #  
Category\*\*

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**\*\*Minority categories: Black / African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D), Disabled Business Enterprise (DBE), Nonprofit Work Center for the Blind and Severely Disabled (NPWC)**

$$\text{HUB Participation Percentage: } \frac{\text{Total value of Certified HUB sub-contracting}}{\text{Total value of all sub-contracting}} = \%$$

Attachment A (Additional models)

Please ensure each model meets or exceeds the specifications listed on page 6 and include any additional specifications of the device(s) quoted.

| Product | Model Number | List Price | Discount Applied, if any | WCPSS Student Device Price | Total WCPSS Student Device Cost | Comments |
|---------|--------------|------------|--------------------------|----------------------------|---------------------------------|----------|
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## **CONTRACT PROVISIONS REGARDING USE OF FEDERAL FUNDS**

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally-funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

### **Remedies for Breach**

When federal funds are expended by SCS, SCS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

### **Termination for cause and for convenience by SCS**

When federal funds are expended by SCS, SCS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SCS also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if SCS believes, in its sole discretion that it is in the best interest of SCS to do so. The Contractor will be compensated for work performed and accepted and goods accepted by SCS as of the termination date if the contract is terminated for convenience of SCS. Any award under this procurement process is not exclusive and SCS reserves the right to purchase goods and services from other vendors when it is in the best interest of SCS.

### **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by SCS on a contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. SCS will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion,

or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SCS will report all suspected or reported violations to the Federal awarding agency.

### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance**

The Contractor certifies that during the term of an award for all contracts by SCS resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Debarment and Suspension**

Contractor certifies that during the term of an award for all contracts by SCS resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

### **Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

When federal funds are expended by SCS for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by SCS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

### **Compliance with Solid Waste Disposal Act**

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

### **Prohibition on certain telecommunications and video surveillance services or equipment**

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

### **Domestic Preference**

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

### **Records Retention Requirements**

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

### **Certification of Non-Collusion Statement**

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

### **Prohibition on Gifts**

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.