



Yancey County Schools

INVITATION FOR BIDS

DUE DATE FOR BID: 2 pm (ET) Sept. 7, 2020

Refer all inquiries in writing to:

Karen Banks

Email:

karenbanks@yanceync.net

Item: **Touchscreen Lenovo Chromebooks**

Source of Funds: **Budgeted Money and Federal Grants**

Name of School and Address:

Yancey County Schools

100 School Circle

Burnsville, NC 28714

Notice to Bidders:

Sealed bids, subject to the conditions made a part hereof, will be received 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 are subject to rejection unless submitted on this form.

Execution:

In compliance with this Invitation for Bids (IFB), 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 (GS. 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 Tax ID or Social Security No:	
Street Address:		PO Box:
City, State, Zip:	Telephone No:	Fax No:
Type or Print Name & Title of Person Signing:		Date:
Authorized Signature:		E-Mail:

Offer valid for 30 days from date of bid opening unless otherwise stated here: _____ days (See Instructions to Bidders, Item 5).

Are you a NC Recognized Historically Underutilized Business (HUB)? _____ **YES** _____ **NO**
 If unsure, don't answer. More information: <https://ncadmin.nc.gov/businesses/hub>

Mailing Instructions: Submit **one (1)** fully executed bid document, unless otherwise instructed, and only one bid per envelope by either of the methods below. **DO NOT SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

Delivered By US Postal Service or Courier	Hand Delivered
Yancey County Schools Attn: Karen Banks 100 Burnsville School Circle Burnsville, NC 28714 (828) 682-6101	Yancey County Schools Central Office 100 School Circle Burnsville, NC 28714 Call (828) 682-6101 to arrange delivery

Transportation Charges: FOB – Destination. Freight charges must be included in price. Delivery shall be made to:

Yancey County Schools
Technology Department
Attn: Karen Banks
505 Burnsville School Rd.
Burnsville, NC 28714
(828) 682-9491

Purchase the Following Items:

Touchscreen Chromebooks identified on the attached Item Detail & Bid Sheet

Items referenced and specified herein are based upon a particular manufacturer, but are used for the purpose of identification and to establish a general quality level. Such references are not intended to be restrictive, and functionally equivalent products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. Functional equivalency shall be determined by Yancey County Schools (YCS). YCS shall not be obligated to accept deviations if deemed not to be in the best interest of YCS.

Quantities shown are not a guarantee of purchases during the period of Sept 10, 2020 to October 2, 2020. The figures could be more or less. Please take that into consideration when you are submitting a bid.

Award Criteria: As provided by statute, award will be based on the lowest and best bid(s) (most advantageous to GCPS) as determined by consideration of:	
<ol style="list-style-type: none">1. Prices offered.2. Quality of products offered.3. General reputation and performance capabilities of the bidders.4. Conformity with terms and conditions of this Invitation for Bids.5. Delivery/installation schedule offered.6. Durability and Suitability of items for intended use.	<ol style="list-style-type: none">7. Functional Equivalency to specifications stated herein.8. Samples, if requested.9. Conformity of Product Specifications.10. Product's Presentation and Finish11. References

YCS reserves the right to waive any minor informality or technicality in bids received.

Bid Evaluation: Bids are requested on the items and/or equipment as hereinafter specified. Bidders 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.

Basis for Rejection: Yancey County Schools reserves the right to reject any and all offers, in whole or

in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered: non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to Yancey County Schools; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of Yancey County Schools.

Samples: Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no expense to YCS within two (2) business days after request is made by YCS. Bids which do not comply with these requirements will be subject to rejection.

Budgetary Limitations: Should it become necessary, based upon budgetary limitations, YCS reserves the right to reduce or increase quantities. Therefore, bidders must include freight in the “each” pricing for each line item, as well as identifying a per unit installation cost for each line item if applicable.

Timeline for Complete Order: YCSS reserves the right to order portions of the total items in phases, not to exceed three (3) months from the date the bid is awarded. The price listed must be offered to Yancey County Schools for the duration of three (3) months for additional orders of the product listed in this bid.

Delivery and Installation: Items called for herein will be furnished, delivered, off-loaded and left ready for use in accordance with the requirements stated herein. All items must be preassembled upon arrival. All shipping cartons, packages, etc. must include the applicable YCS purchase order number clearly marked on the package or included on a packing slip/list with the package. YCS reserves the right to consider the delivery time offered as a factor in the award of contract.

Deviations: Deviations from specifications and requirements must be documented on a separate sheet and attached to your bid. Item(s) offered is (are) in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

Late Bids: Regardless of cause, a late bid will not be accepted and will automatically be disqualified from consideration. It shall be the Vendor’s sole risk to ensure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Award Notification: After the bids have been evaluated and an award has been made, each vendor who submitted a bid will be notified of the award. The award may not be made for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

Confidentiality of Bids: In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of YCS until after the award of the contract. All bidders are advised that they are not to have any communications with YCS during the evaluation of the bids (after the public opening of

the bids and before the award of the contract) unless YCS contacts the bidder for the purpose of seeking clarification. A bidder shall not: transmit to the issuing and or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised equipment, defects, errors and/or omissions in any other bidder's bid and/or prices at any time during and/or award of the contract that is subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of YCS, from the contract award.

INSTRUCTIONS TO BIDDERS

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**: **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. **Execution**: Failure to sign under EXECUTION section will render bid invalid.
4. **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, (3) Yancey County Schools' General Contract Terms and Conditions, and (4) Instructions to Bidder
5. **Time for Consideration**: Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 30 days from the date of bid opening. Preference may be given to bids allowing not less than 30 days for consideration and acceptance.
6. **Prompt Payment Discounts**: Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
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. Bids which do not comply with these requirements will be subject to rejection.
9. **Clarifications/Interpretations**: Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
10. **Acceptance and Rejection**: YCS 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 or the other is obviously correct, the incorrect price will be disregarded.
11. **References**: YCS reserves the right to require a list of users of the exact item offered. YCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
12. **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 YCS 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 YCS to be pertinent or peculiar to the purchase in question. **YCS reserves the right to accept any individual item or group of items on a multi-item bid.**

13. **Historically Underutilized Businesses:** Yancey County Schools (YCS) is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. YCS 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.
14. **Confidential Information:** As provided by statute and rule, YCS 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.
15. **Samples:** Samples 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 the date of bid opening. Otherwise the samples will become YCS 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.
16. **Acceptance and Rejection:** Yancey Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
17. **Transportation:** Transportation of Deliverables shall be FOB Destination, unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by Yancey County Schools. In cases where parties, other than the Vendor ship materials against the order, the shipper must be instructed to show the purchase order number on all packages and shipping manifest to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Availability of Funds:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to Yancey County Schools (YCS) for the purpose set forth in this agreement.
2. **Taxes:** YCS is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item.
3. **Situs:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
4. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
5. **Inspection at Contractor's Site:** YCS 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 YCS' determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
7. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.
8. **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. Shipping cartons, packages, etc. shall include the applicable YCS purchase order number clearly marked on the packaging or packing slip/list included with the package.
9. **Patent:** The contractor shall hold and save the YCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
10. **Iran Divestment Act and Divestment from Companies Boycotting Israel:** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.
11. **Lunsford Act:** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any

person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

12. **E-Verify:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
13. **Policy Compliance:** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

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.

Contracts for more than the simplified acquisition threshold currently set at \$150,000

When federal funds are expended by YCS, YCS 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 YCS

When federal funds are expended by YCS, YCS 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. YCS also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if YCS believes, in its sole discretion that it is in the best interest of YCS to do so. The Contractor will be compensated for work performed and accepted and goods accepted by YCS as of the termination date if the contract is terminated for convenience of YCS. Any award under this procurement process is not exclusive and YCS reserves the right to purchase goods and services from other vendors when it is in the best interest of YCS.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by YCS 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. YCS 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 sub-recipient 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. YCS 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 YCS 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).

Buy American provision

Contractor certifies that contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Debarment and Suspension

Contractor certifies that during the term of an award for all contracts by YCS 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 YCS 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 YCS 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.

Records Retention Requirements

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Certification of Compliance with EPA Regulations

For an contract in excess of \$100,000, the Contractor certifies that the Contractor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Certification of Compliance with Energy Policy and Conservation Act

Contractor certifies that the Contractor r will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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.

Yancey County Schools
Touchscreen Chromebook Bid #
Item Detail & Bid Sheet
Bidder Name: _____

DESCRIPTION / SPECIFICATIONS	ESTIMATED QUANTITY	ESTIMATED DELIVERY DAYS AFTER RECEIPT OF ORDER	UNIT PRICE
Lenovo 300e Touchscreen Chromebook <ul style="list-style-type: none"> ● Display: 11" ● Memory: 4 GB ● Storage: 32GB 	1,000		
Four Year Warranty <ul style="list-style-type: none"> ● No deductible ● Free shipping both ways when there is an incident ● Hardware fail ● Accidental Damage Protection (ADP) ● Theft/loss ● Spare parts on site, if desired ● 3-year battery warranty (1 replacement) ● No limit on ADP Claims ● Advance Exchange ● Custom online portal for warranty claims submissions 	1,000		
Google Management License	1,000		
White Glove Service <ul style="list-style-type: none"> ● All systems arrive ready to go ● Device Enrollment onto district domain ● Update BIOS to latest auto update ● Power on and test devices and adapters prior to shipping 	1,000		