

# Haywood County Schools

January 10, 2012

## Request for Proposals Specifications and Terms and Conditions For Haywood County Schools

### Information Technology Services (LCD Projectors and Document Cameras)

Haywood County Schools is seeking qualified Vendor(s) to supply the following:

- 34 LCD Projectors
- Cabling for 34 Projectors
- 12 Document Cameras

Currently Haywood County Schools utilizes Hitachi CPX2521WN projectors as our standard, please base requests on the product specifications for this item. Also, the replacement cost for bulbs must not exceed \$300, documentation of replacement bulb cost must be included in the proposal. Cabling for 34 projectors should be based on a 25' installation, please include RCA & VGA cables at a minimum. Haywood County utilizes the Dukane 335B as a standard document camera, please base requests off the product specifications for this item. While substitutes are both welcomed and accepted, the product proposal must be compatible with out existing environment.

This RFP is for product on, no labor or installation should be included.

The purpose of this document is to provide general and specific information for use by Vendor(s) in submitting a proposal to supply the Haywood County Schools with information technology goods and services as listed above in accordance with **N.C.G.S. 143-1 29.8**. The School System intends to award an indefinite quantity contract for a 90-day term, with the option of a 30-day extension, as a result of this RFP. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the School System for pricing, maintenance and support, and any value-added services.

You are being asked to submit a proposal in a sealed envelope at this time in accordance with the attached specifications and within the terms and conditions herein set forth.

## Haywood County Schools

### Request for Proposals

#### I. SCOPE

##### 1.1 REQUIREMENT

The Haywood County Schools is soliciting Proposals from qualified companies to enter into an Agreement for Projectors, wiring, and document cameras and value-added services (herein "Services"). ALL PRODUCTS AND SERVICES OFFERED MUST BE LATEST DESIGN AND TECHNOLOGY AND MOST CURRENT SERVICE LINES. The RFP is subject to the School System's General Conditions and Instructions to Proposers and Special Provisions (Ref. Paragraph 2). Any contract(s) resulting from this RFP shall be construed to be in accordance with and governed by the laws of the State of North Carolina.

##### 1.2 SCOPE OF PRODUCTS AND SERVICES

Responder should include all hardware and software utilized in the usage of the Document cameras and projectors in the classroom. All items to be furnished must be the manufacturer's current state-of-the-art and must be certified to be in current new production. All items delivered under this contract must be new. Refurbished items are not acceptable for new purchases.

##### 1.3 DEFINITIONS

**Contracted Manufacturer-**1) The original manufacturer awarded the contract to directly provide the products and services solicited in this document or 2) the holder of a re-labeling agreement authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors.

**Distribution/Channel Partner-** 1) A third party distributor or channel partner names in the contract held by the original manufacturer as authorized to provide the sales and support of the products solicited in this document or 2) A third party holding the contract and authorized by the original manufacturer to provide sales and support of the products solicited in this document directly or through certified sub-contractors.

**Manufacturer Maintenance-** Manufacturer offered and supported maintenance plans to include access to the manufacturer's technical assistance center, advanced replacement of parts (drop shipped) or advanced replacement of parts with labor, Plans typically will provide the purchaser options related to the level of support and responsiveness/deliver intervals (e.g. 8-5 next business day, 24/7 with 4 hour delivery).

##### 1.4 RESPONDER RESPONSIBILITIES

For the purposes of this type of contract the responder may be and should identify itself as one of the following:

- 1) The original manufacturer providing direct sales support of the products/services in full compliance with all terms and conditions of this contract.
- 2) The original manufacturer choosing to designate authorized distribution/channel partners certified to provide direct sales and support of the products in full compliance with all terms and conditions of this contract.
- 3) A third party authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of this contract.
- 4) Holders of re-labeling agreements authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of this contract.

The responder must quote discount percentages for each category of hardware, software, and manufacturer's maintenance included on the manufacturer's published price list/catalog or a percentage discount for each item or categories included on the notarized typed listing of retail prices. Haywood County Schools reserves the right to delete any items offered and deemed, at the sole discretion of the Haywood County Schools, to be outside of the intended scope of this RFP.

The responder should submit with proposal, a copy of the most recent manufacturer(s) published price list/catalog and the GSA price list if available. In the event that the published price list/catalog does not exist, a signed and notarized typed listing of retail prices of all items offered should be submitted with the RFP and any terms and conditions contained therein are not applicable to this agreement.

The responder should submit with proposal, a copy of the current warranty offered by the manufacturer for each category of hardware and software bid.

If not the original manufacturer, the responder should submit with proposal, documentation from the manufacturer certifying that the responding company is authorized to sell and support the products proposed. If the responder is not authorized to service the products, the responder shall list the name(s) address and phone number of the manufacturer authorized/certified third party that will be utilized for service in full compliance with the terms and conditions of this contract and provide documentation of the agreement with the said third party. (Submittal #1)

Responder MUST obtain a Letter of Authorization from the manufacturer and MUST include the letter with their bid response. The Letter of Authorization MUST be on the Manufacturer's Letterhead stationery and signed by the Manufacturer's account executive responsible for the Haywood County Schools. The Letter of Authorization MUST certify that the bidder is an authorized manufacturer's representative and that an agreement exists between the Responder and manufacturer to supply the manufacture's line of products to the Haywood County Schools. The Letter of Authorization MUST reference this specific RFP . (Submittal #2)

All documentation requested in the invitation to RFP should be submitted with the RFP response. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request for additional information. Failure to provide the requested information in the time allowed may result in the rejection of the bid response.

Responders MUST be actively merchandising the manufacturer's products which will be evidenced by sales, finished goods inventory in warehouse facilities and installed products in the field, and warranty/repair facilities to service the contract.

## **1.5 CALENDAR OF EVENTS**

**Deadline to receive Technical Inquiries: January 17<sup>th</sup>, 2012 (1/17)**

**Request for Proposal Deadline: 10:00 Am EST January 24, 2012 (1/24)**

## **1.6 RESPONDER INQUIRIES**

No negotiations, decisions, or actions shall be executed by any responder as a result of any oral discussions with any School System Employee, or Haywood County Schools Consultant. Only those transactions, which are in writing, issued and an Addendum and/ or Informational Notice from Haywood County Schools Purchasing may be considered as valid. Likewise, the Haywood County Schools shall only consider communications from responders that are signed and on company letterhead and/or submitted as an attachment via email. The Haywood County Schools and Todd Trantham, [trantham@haywood.k12.nc.us](mailto:trantham@haywood.k12.nc.us) will accept inquiries via mail, certified mail, email or fax and telephone as indicated in the RFP. General non-technical questions will be accepted until the close of posted RFP timeline. When appropriate, responses will be posted at <http://www.haywood.k12.nc.us/about-us/public-notices/bids-rfps/>, located under the RFP being modified.

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## **1.7 SIGNATURE AUTHORITY**

The person signing the response must:

- 1) Be a current corporate officer, partnership member or other individuals specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or :
- 2) Be an individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit: or
- 3) Submit other documents indicating authority which are acceptable to the public entity.

## **1.8 SIGNATURE**

At least one copy of the RFP shall be signed in original ink by an authorized employee, agent, or representative of the bidder.

## **1.9 NUMBERS OF COPIES OF RESPONSE**

Three (3) additional copies of the RFP and response must be submitted, Two (2) in hard copy format and One (1) copy (Microsoft Word format) on a CD, labeled with the Company Name, RFP#, RFP Description, and Date of RFP.

## **1.10 DELIVERY OF REPOSES**

Responder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Haywood County Schools is not responsible for any delays caused by the responder's chosen means of delivery.

Responder is solely responsible for the timely delivery of its RFP. Failure to meet the RFP opening and deadline shall result in the rejection of the RFP.

**ALL RESPONSES TO RPF REQUEST BECOME A MATTER OF PUBLIC RECORDS AT THE TIME OF BID AWARD. BY SUBMITTING A RFP, RESPONDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH IN THE RFP AND THE RELEASE OF ANY INFORMATION.**

**THE RESPONDER IS REQUIRED TO IDENTIFY ALL CONTENT DESIGNATED AS TRADE SECRET, ACCORDING TO NC G.S. 132-1.2; G.S. 66-152(2)(3). ALL NOTED TRADE SECRETS REQUIRE ATTACHED DOCUMENTATION SPECIFYING HOW THE CONTENT QUALIFIES AS A TRADE SECRET UNDER NORTH CAROLINA LAW. IF AN ENTIRE RESPONSE IS MARKED CONFIDENTIAL OR TRADE SECRET, IT WILL BE DISQUALIFIED FROM CONSIDERATION.**

## **NON-EXCLUSIVE CONTRACT**

This contract is non-exclusive and shall not in any way preclude the Haywood County Schools from entering into any similar contracts and/or arrangements with other vendors or from acquiring similar equal or like goods and/or service from other entities or sources.

## **1.11 CHANGES, ADDENDA, WITHDRAWLS OF RFP RESPONSE**

If the responder needs to submit changes or addenda, such shall be submitted in writing, signed in original ink by an official representative of the responder, cross-referenced clearly to the relevant bid section, in a sealed envelope, prior to the RFP opening. Such shall meet all requirements for the RFP, if the responder chooses to withdraw his RFP response; the withdrawal notice shall be in writing and received prior to the RFP opening.

## **1.12 INVOICE**

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 may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

Invoices will be submitted by the Contractor upon presentation of properly executed invoice after goods have been received, inspected and accepted. Invoices will be paid within 60 days or receipt of properly executed invoice, or receipt of goods, whichever is later.

**PAYMENTS WILL BE PAID TO VENDOR(S) AT ADDRESS AS SHOWN ON THE PURCHASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THIS CONTRACT.**

### **1.13 CONTRACT PERIOD**

The School System intends to award an indefinite quantity contract for a 90 day term, with the option of a 30 day extension, as a result of this RFP. It is our intent to select a qualified Vendor(s) with whom a mutually and beneficial contractual relationship will be developed. The decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the School System for pricing, maintenance and support, and any value-added services.

### **1.14 RENEWAL**

At the option of the Haywood County Schools and acceptance of the contractor(s), this contract may be extended for 1 additional twelve (12) month periods at the same discount structure, terms and conditions.

### **1.15 AWARD EVALUATION CRITERIA**

It is the intention of the Haywood County Schools to award this contract all-or-none to the responsive and responsible responder best meeting the requirements of the RFP specifications and offering the overall greatest discount percentages for the items included on the manufacturer's most recent published price list/catalog or on the notarized type listing or retail prices in effect at the time of the RFP opening. The discount percentage quoted by the Contractor shall establish the minimum level of reduced pricing offered to the Haywood County Schools in each of the categories from the manufacturer's most recent published price list' catalog or on the notarized typed listing of retail prices. The discount shall apply to any updated items or new items added throughout the life of the new contract, in accordance with the specification requirements.

Net prices may not exceed the current national advertised and available General Services Administration (GSA) Governmental price list if one exists. If not, the Haywood County Schools does not intend to award or to maintain any item in any group that is offered at a price equal to or above the Manufacturer's List Price.

### **1.16 DESCRIPTION OF PRODUCTS/SERVICES/WORK**

The Responder should offer a complete listing of all Manufacturer Maintenance Plans available, by product category, to include but not necessarily be limited to: drop shipped advanced replacements of parts, software patches and revisions issues to resolved known defects or vulnerabilities, access to online and live body technical assistance, advanced replacement of parts with requires installation/software configuration support to facilitate replacement. The bidder may offer different discounts for manufacturer maintenance plans by product categories offered.

## **II. GENERAL TERMS AND CONDITIONS**

**2.1.** Any contract resulting from this Request for Proposals shall be awarded to the Vendor(s) that submits the best overall proposal as determined by the Haywood County Schools in accordance with N.C.G.S. 143-129.8. The School System may negotiate with any Vendor(s) in order to obtain a final contract that best meets the needs of the School System.

**2.2.** Any questions from prospective Vendor(s) are referred to Todd Trantham, [trantham@haywood.k12.nc.us](mailto:trantham@haywood.k12.nc.us)

**2.3.** All documentation submitted by Vendor(s) is voluntary and becomes the property of the Haywood County Schools who is under no obligation to return or pay for any of the material submitted by a Vendor in response to this RFP.

**2.4.** The Haywood County Schools reserves the right to accept or reject any or all of the proposals submitted, and to waive informalities and accept that proposal which appears to be in the School System's best interest.

**2.5.** The Haywood County Schools will review and analyze each proposal, and reserves the right to select the Vendor(s) who offers the best value. The Haywood County Schools shall select the Vendor(s), which in the School System's opinion, has made a proposal best suited to the needs and goals of the School System and deemed to be in compliance with the terms of this RFP.

**2.6.** The Vendor(s) shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous written consent of the Haywood County Schools. The School System reserves the right to declare the Vendor(s) in default and terminate the contract for cause.

**2.7.** The Vendor(s) shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Comprehensive General Liability, Comprehensive Automobile Liability, and Workers Compensation in the following amounts and types:

2.7.1 Comprehensive General Liability – Vendor(s) to supply the School System with original certificates of insurance covering public liability in an amount not less than \$1,000,000 per accident.

2.7.2 Comprehensive Automobile Liability – Vendor(s) to supply the School System original certificates of insurance in an amount not less than \$1,000,000 and shall cover property damage, and operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

2.7.3 Workers' Compensation/Employers Liability Insurance - The Vendor(s) shall furnish the School System with original certificates showing that all its employees who are engaged in any work under this Contract are protected under Worker's Compensation insurance policies with a limit no less than the minimum required by North Carolina state statutes.

**2.8.** No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the Haywood County Schools.

**2.9.** The Vendor(s) shall not assign or in any way transfer any interest in the contract without the prior written consent of the School System provided, however, that the claims for money due or to become due to the Vendor(s) from the School System may be assigned to a bank, trust company or other financial institution without such consent so long as notice of such assignment shall be expressly made subject to all defenses, setoffs, or counterclaims which would have been available to the School System against the Vendor(s) in the absence of such assignment.

**2.10.** None of the Haywood County Schools product or maintenance services to be provided by the Vendor(s) pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership, or other such entity without the prior written consent of the Haywood County Schools. No subcontract or delegation shall relieve or discharge the Vendor(s) from any obligation or liability under the contract.

**2.11.** Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes

may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**2.12.** The Vendor(s) represents that no other person other than the bona fide employees working solely for the Vendor(s) have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award for making of this contract. For breach or violation of the representation, the contract price, consideration, or otherwise, the School System may recover the full amount of such commission, percentage, brokerage fee or other consideration.

**2.13.** Any contract made by the Haywood County Schools in which the Finance Director, any employee of that department, the heads of using departments or any other officer or employee of the Haywood County Schools having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.

**2.14.** Unless otherwise stated, all items shall be quoted and delivered F.O.B. destination (i.e. at a specific School address), and delivery cost and charges (if any) shall be included in bid price.

**2.15.** Any contract which results from this Request for Proposal shall be for the duration of the package, contingent upon School System satisfaction and Vendor(s) adherence to Terms and Conditions. Purchase Orders issued by the School System shall serve as the School System's only commitment to purchase. All purchase orders shall reference this Agreement.

**2.16. PROTEST PROCEDURES:** When an offeror wants to protest a contract award pursuant to this solicitation, they must submit a written request to the Superintendent of Haywood County Schools. This request must be received within (5) five consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the Procurement Official listed on the first page of this document to obtain a verbal status of contract award. If the superintendent can render a decision based on the facts without a meeting, a written response with a decision will be rendered within 10 consecutive calendar days of the receipt of the protest letter. If not, the superintendent will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within 30 consecutive calendar days after receipt of the written protest. The superintendent will respond to the protesting party in writing with a decision within 30 consecutive calendar days from the date of the protest meeting. All decisions of the superintendent shall be the final administrative review.

#### **2.20. INDEMNIFICATION**

In carrying out these works, the Vendor(s) will act as an independent contractor and must agree to keep the School System indemnified against any and all claims, actions or demands that may be brought, made, or arise in respect of anything done, or omitted to be done by its employees who shall be and remain at all times and for all purposes, the servants or employees of the Vendor(s).

#### **2.21. CANCELLATION FOR DEFAULT**

The Haywood County Schools reserves the right to cancel the contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In the event of cancellation, the Vendor(s) will have no right of action against the School System for damages; however, cancellation would not, in any manner, limit the School System's right to bring action against the Vendor(s) for damages for breach of contract. In addition to any other remedies available to Haywood County Schools by law or equity, Haywood County Schools may procure upon such terms as Haywood County Schools shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to Haywood County Schools for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

**2.22. TERMINATION FOR CONVENIENCE:** In addition to all of the other rights which Haywood County Schools may have to cancel this Order, Haywood County Schools shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion

by providing 10 days notice in writing from Haywood County Schools to Seller. If the Contract is terminated by Haywood County Schools in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. Haywood County Schools will not be liable to Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order.

**2.23. CONTRACT FUNDING:** It is understood and agreed between Seller and Haywood County Schools that Haywood County Schools 's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of Haywood County Schools for any payment may arise until funds are made available to Haywood County Schools 's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Haywood County Schools shall not be liable to Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

**2.24. REGISTERED SEX OFFENDERS:** Contractor acknowledges that Haywood County Schools Policy A-42, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any Haywood County Schools Property for any reason, whether before, during or after school hours, or on or off of Haywood County Schools property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from Haywood County Schools Property by Haywood County Schools and/or law enforcement officials and may also be subject to criminal prosecution. If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on Haywood County Schools Property.

**2.25. CONFIDENTIAL INFORMATION:**

***Student Information:*** If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

***Employee Personnel Information:*** If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of Haywood County Schools 's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity.

***Other Confidential Information:*** (a) Seller agrees that it will at all times hold in confidence for Haywood County Schools all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Haywood County Schools to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of Haywood County Schools, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder.

(b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to Haywood County Schools in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by Haywood County Schools, be deemed to be confidential or proprietary information and shall be acquired by Haywood County Schools free from any restrictions as part of the consideration of the Contract.

## **Part 2: Submission of Proposals**

**One (1) original and Three (3) copies** of the proposal must be submitted in a sealed package. The package should be addressed as follows:

**Todd Trantham  
Instructional Technology Center  
216 Charles Street, Clyde NC 28785**

**RE: Vendor Request for Proposals  
(Vendor Name)**

**Bid #:**

**Proposal Description: Information Technology Services (LCD Projectors and Document Cameras)**

**Opening Date: 1/24/2012**

## **Part 3: RFP Evaluation**

**3.1.** The Haywood County Schools will perform a full and complete evaluation of all submittals. The Technology Officer will ultimately forward a formal recommendation of award to the School Board who have the final award approval.

**3.2.** Recommendation for award will be based upon the response best meeting the criteria identified in the RFP, including most advantageous proposal received considering product pricing discounts, and any and all other value-added services proposed by the Vendor to the School System.

**3.3.** Value-added services will be given special consideration by the School System.

**3.4.** Qualified proposals will be evaluated and acceptance made based on the best value offered to the Haywood County Schools.

**3.5.** Haywood County Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/service proposed, and the Offeror shall furnish to Haywood County Schools all such information and data for this purpose as may be requested.

**3.6.** Haywood County Schools reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy Haywood County Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

**3.7.** This proposal does not commit Haywood County Schools to award a contract or pay costs incurred in the preparation of this proposal.

**3.8.** At their option, the evaluators may request oral presentations or discussion with any or all Offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Offeror.

**3.9.** Haywood County Schools reserves the right to accept any offer or to reject all offers with or without cause.

**3.10. BID EVALUATION:** Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Haywood County Schools 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.

**3.11. DESCRIPTIVE LITERATURE:** All bids must be accompanied by complete descriptive literature, specifications and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions; otherwise, they will be subject to rejection

**3.12. MAKE AND MODEL:** Manufacturer's name and model/catalog numbers used are for the purpose of Identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

**3.13. SUITABILITY FOR INTENDED USE:** Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features and diversity called for herein. Haywood County Schools 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 Haywood County Schools 's best interest.

**3.14. SPECIFICATIONS:** The attached specifications and requirements are drawn around equipment which Haywood County Schools has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Bidders are requested to offer only equivalent comparable units which will provide the features and performance needed and implied.

**NOTE:** Because of the differences between manufacturers in the design, materials and construction methods, Haywood County Schools reserves the right to evaluate all proposals and to vary from these specifications when in its opinion, such variance is in Haywood County Schools 's best interest. This includes the approval of substitutions by the bidder for one item for another as being equal in construction, performance and quality. The specifications and requirements described are to indicate certain features requested by Haywood County Schools and are in no way to be construed to be restrictive to eliminate any item or items.

**3.15. DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Haywood County Schools that deviations will be acceptable. 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.

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

**3.17. 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 Haywood County Schools within 10 consecutive calendar days after request is made by Haywood County Schools. Bids which do not comply with these requirements will be subject to rejection.

## **INTRODUCTION TO RFP REQUIREMENTS**

### **A. GENERAL CONSIDERATIONS**

Costs for developing responses to this RFP are entirely the obligation of the Vendor(s) and shall not be chargeable in any manner to the Haywood County Schools. Submission of a sealed response to the RFP will signify the Vendor's agreement that their response and the contents thereof are valid for 90 days.

The Haywood County Schools reserves the right to negotiate with any Vendor(s) in order to obtain a final contract that best meets the need of the School System. Additionally, the School System reserves the right to reject any and all RFP responses if it is determined to be in the best interests of the School System to do so.

Responses received after the due date and time specified in this RFP will not be considered and will be returned unopened.

### **B. EVALUATION CRITERIA**

The Haywood County Schools will evaluate all properly submitted responses.

The following general criteria will be used to evaluate the responses:

1. Ability of the qualified Vendor(s) to satisfy all of the requirements.
2. Ability of the qualified Vendor(s) to offer product pricing discounts.
3. Value-added services offered to the School System which may include, but are not limited to, discounts or credit for training, rebates on products, product credits, etc.
5. Results of reference checks.
6. Level, quantity and type of maintenance and support provided.
7. Location and availability of service and repair facilities and personnel
8. The dates of delivery and performance

### **C. FORMAT FOR RESPONSE TO RFP**

This section serves as a checklist for the expected format of the Vendors' response to the RFP. Any supporting documentation should be included in an appendix or attachment. The evaluation process will provide credit only for the capabilities and advantages, which are presented by the Vendor in the written response. **Three copies** of the response must be submitted.

#### **COVER LETTER**

A letter of introduction, including the name and address of the Vendor(s) submitting the proposal and the name, address, and phone number of the person(s) to contact who will be authorized to present and bind the Vendor(s) to all commitments made in the response.

#### **VENDOR PROFILE**

Provide a company profile including the organization which will directly support the School System.

#### **REFERENCES**

Provide information as requested.

#### **PROPOSAL**

Provide your proposal in such a way that is clear, concise, and according to the business/technical specifications and pricing requirements.

#### **APPENDIX OR ATTACHMENT TO PROPOSAL, (optional)**

Provide additional supporting literature

## **D. ADDITIONAL REQUIREMENTS**

### **DOCUMENTATION**

The successful Vendor (s) shall provide complete technical documentation of each product.

### **WARRANTY**

The successful Vendor(s) shall warrant that all equipment is **NEW**, in good working order, free from defects and in conformance to specifications. All equipment must conform to the manufacturer's official published specifications. The successful Vendor(s) shall agree to repair, adjust and/or replace (as determined by the Haywood County Schools to be in its best interest) any defective equipment within the warranty period at the successful Vendor's sole expense.

### **MAINTENANCE AND SUPPORT**

Each Vendor(s) must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs should be included. Routine maintenance shall include, but is not limited to: Error or defect correction, Updates, and Telephone Assistance.

### **GENERAL REQUIREMENTS**

All equipment and material must be **NEW** and of the highest quality and reliability.

### **INQUIRIES**

All inquiries regarding this Request of Proposal must be in written form and directed to Todd Trantham, [trantham@haywood.k12.nc.us](mailto:trantham@haywood.k12.nc.us).

All questions should be submitted, in writing, at least five (5) business days prior to the closing time and date. General non-technical questions will be accepted until the close of posted RFP timeline.

No verbal representations, promises, statements or advice made by any employee of the School System should be relied on.

## SAMPLE EXECUTION OF PROPOSAL

### (Submittal #3)

#### Agreement

By signing this proposal, the Offeror agrees to the following items. Initial each line item below for acceptance.

#	Item	Initial Below
1	This proposal is signed by an authorized representative of the firm.	
2	Offeror has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.	
3	The Offeror understands the scope and requirements of this RFP and has included all labor costs, direct and indirect, in the proposed cost.	
4	The cost and availability of all equipment, materials, and supplies, if needed, associated with performing the services described herein have been determined and included in the proposed cost.	
5	Offeror will be responsible for all warranty issues related to goods and services provided during the factory warranty period if applicable.	

#### Authorization

In compliance with this RFP, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the goods or services as stated in this RFP.

#	Item	Provide Information
1	Company Name	
2	Address	
3	City, State, Zip	
4	Telephone Number	
5	Fax Number	
6	E-mail Address	
7	Federal Identification Number	

**VENDOR ATTESTATION**

BY \_\_\_\_\_ TITLE \_\_\_\_\_

(Signature)

COMPANY \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

(Typed or printed name)

=====

**ACCEPTANCE OF PROPOSAL**

Haywood County Schools

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN THE BID PROPOSAL.**

Unsigned proposals will not be considered.