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| STATE OF NORTH CAROLINA Department of Information Technology Statewide IT Strategic Sourcing Office | INVITATION FOR BIDS NO. ITS-400203 | |
| | Offers will be publicly opened: May 2, 2017 | |
| | IFB Issue Date: March 31, 2017 | |
| Refer <u>ALL</u> inquiries regarding this IFB to: Debbie Patterson, Procurement Officer debbie.patterson@nc.gov 919-754-6619 | Commodity Number: 204 | |
| | Description: Microcomputers, Peripherals, and Related Services | |
| | Using Agency: Statewide | |
| See page 2 for mailing instructions. | Requisition No.: N/A | |

OFFER AND ACCEPTANCE: The State seeks offers for the goods, software, and/or services described in this solicitation. The State's acceptance of any offer shall be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this Invitation for Bids (IFB), (3) specifications, (4) Department of Information Technology Terms and Conditions of this IFB, and (5) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

EXECUTION: In compliance with this IFB and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

| | | |
|---|---|--|
| OFFEROR: Click here to enter text. | | |
| STREET ADDRESS: Click here to enter text. | P.O. BOX: Click here to enter text. | ZIP: Click here to enter text. |
| CITY, STATE and ZIP: Click here to enter text. | TELEPHONE NUMBER: Click here to enter text. | TOLL FREE TEL. NO: Click here to enter text. |
| PRINT NAME & TITLE OF PERSON SIGNING: Click here to enter text. | | FAX NUMBER: Click here to enter text. |
| AUTHORIZED SIGNATURE: | DATE: Click here to enter text. | E-MAIL: Click here to enter text. |

Offer valid for one hundred eighty (180) calendar days from date of offer opening unless otherwise stated here: [Click here to enter text.](#) calendar days

ACCEPTANCE OF OFFER: If any or all parts of the offer are accepted, an authorized representative of NCDIT shall affix their signature hereto. A copy of this acceptance will be forwarded to the awarded Vendor(s).

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| FOR NCDIT USE ONLY <i>Offer accepted and contract awarded this _____ day of _____, 2017, as indicated on attached certification,</i> <i>by _____ (Authorized representative of NCDIT).</i> |
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NOTE TO VENDORS: You may contact the Procurement Officer listed on page 1 of this IFB to obtain editable versions of the above Attachments to facilitate the development of your response to this IFB.

Section A. Intent, Use, Duration, and Scope

1. The purpose of this IFB is to solicit offers and select multiple Vendors to provide original or refurbished microcomputers, associated peripherals, and value added services for purchase or lease, with options for support, to Agencies within the State of North Carolina.
2. Vendor shall only offer Agencies items listed in Table 1 under this contract. NCDIT Contract Administrator reserves the right to remove Vendor from this contract if Vendor offers Agencies, under this contract, items that are not listed in Table 1.

| Microcomputer Segment | Segment Description |
|-----------------------|---|
| Desktop Units | Traditional Personal Computers, Fixed Workstations, “All-in-Ones”, and Thin Clients with a conventional chassis, tower, mini-tower, or small form factor case |
| Portable Units | Laptops, Notebooks, Chromebooks, Ultra-Portable, Mobile Workstations, and other easily transportable devices with fixed displays and keyboards |
| 2-in-1 Units | Device that can function in a traditional ‘clam-shell’ laptop configuration or as a light weight, touch screen tablet through a conversion using an integrated or detachable keyboard and mouse/trackpad |
| Tablet Units | Extremely portable solid state computing devices primarily characterized by a single touch screen input mechanism; may or may not include an attachable keyboard |
| Peripheral Components | Peripherals must be able to attach to, work with, and be supported by, the Desktop Units, the Portable Units, the 2-in-1 Units, the Tablet Units, and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals considered within the scope of this contract are monitors, input devices (keyboards, mice), docking stations, memory, hard drives, laptop cases, etc. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to \$25,000 . It is not mandatory to use this contract for peripheral only purchases. |
| Value Added Services | Mandatory Value Added Services related to Microcomputers that Vendor shall provide are Basic Imaging, Asset Tagging, and Basic Installation. Vendor may provide additional Value Added Services as options, which may include but are not limited to, managed logistics / staggered delivery, bulk packaging, move / add / change services, data migration services, end user training, and end of life disposal / recycling services. For optional Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail that Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services. |

Table 1: IFB Scope

3. Scope includes microcomputers that operate Microsoft Windows, Chrome, and Android operating systems
4. Vendor shall include in its offer the following:

- a. At least one (1) of the following Segments: Desktop Units, Portable Units, 2-in-1 Units, or Tablet Units
 - b. The applicable Peripheral Components for the included Segment(s)
 - c. The Mandatory Value Added Services for the included Segment(s)
5. The purchase of ruggedized microcomputers and related peripherals is not in the scope of this IFB. The North Carolina Department of Information Technology has established and manages the 204B – Ruggedized Mobile Computing Devices, Accessories, and Peripherals, With Respective Support and Maintenance State Term Contract that is available for use by Agencies.
 6. Vendor shall be the Original Equipment Manufacturer of the equipment proposed in its offer, the Original Equipment Manufacturer's single Authorized Reseller of the equipment proposed in its offer, or a Registered Computer Equipment Refurbisher.
 7. Original Equipment Manufacturer vendors are not precluded from including third parties, subcontractors, and partners to deliver the goods and services of this IFB to Agencies during the contract period.
 8. This solicitation will result in a Term Contract pursuant to 9 NCAC 06B.0701(1) to consolidate the normal anticipated requirements of Agencies. This contract shall be and operate as a multiple Vendor contract. The contract shall be a **MANDATORY** Statewide Term Contract for the use of Executive State Agencies. Further, it may be used as a Convenience Contract, available, but not mandatory, for the use of non-Executive State Agencies permitted by law. Such entities include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the North Carolina Community College System, as well as local (municipal and county) governments.
 9. In addition, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one Vendor is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.
 10. Vendors are cautioned that the State cannot, does not, and will not guarantee purchase quantities to be made under this contract. The historic annual value of the existing 204A – Microcomputers and Peripherals statewide IT term contract is approximately \$100 million.
 11. A contract awarded pursuant to this IFB shall have an effective date as provided in the Notice of Award. The term shall be three (3) years, and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend this contract for two (2) additional one (1) year periods at its sole discretion. The State reserves the right to further amend the contract's intent of coverage as may be required by future legislative activities.

Section B. General Information

1. **IFB SCHEDULE:** The responsible parties and date and times for the IFB’s key activities are provided in Table 2. The State will make every effort to adhere to the schedule in Table 2, but reserves the right to amend the IFB Schedule.

| Activity | Responsibility | Date | Time |
|---|---|------------------------------|-----------------|
| Issue IFB | Statewide IT Strategic Sourcing Office | March 31, 2017 | |
| Deadline To Submit Questions (using Attachment A) | Vendors | April 11, 2017 | 2:00 PM Eastern |
| Issue Response to Written Questions / IFB Amendments | Statewide IT Strategic Sourcing Office | April 18, 2017 | |
| Deadline To Submit Offer | Vendors | May 2, 2017 | 2:00 PM Eastern |
| Evaluate Offers | Statewide IT Strategic Sourcing Office | May 16, 2017 | |
| Conduct Negotiations (if needed) | Statewide IT Strategic Sourcing Office and Finalist Vendors | May 26, 2017 | |
| Deadline to Submit Best and Final Offers (if needed) | Finalist Vendors | May 31, 2017 | 2:00 PM Eastern |
| Award Contract | Statewide IT Strategic Sourcing Office | June 15, 2017 | |
| Deadline to Submit Protest | Vendors | 15 calendar days after award | |

Table 2: IFB Schedule

2. **VENDOR QUESTIONS:** Using Attachment A, Vendor shall submit any questions it may have regarding this IFB or the IFB process via e-mail to debbie.patterson@nc.gov with a subject line of “Questions - IFB ITS-400203”. Written questions concerning this IFB will be received until the date and time listed in Table 2 of this IFB. The State will prepare responses to all written questions submitted, and post an addendum to this IFB on the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/>. Oral answers are not binding on the State.
3. **ADDENDUM TO IFB:** The State may issue addenda if Vendor questions are permitted as described above, or if additional terms, specifications or other changes are necessary for this solicitation. All addenda will be posted to the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/>, and shall become an Addendum to this IFB. Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this IFB periodically check the State website for any and all Addenda that may be issued prior to the offer opening date.
4. **INSUFFICIENCY OF REFERENCES TO OTHER DATA:** **Only information that is received in response to this IFB will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.
5. **OFFER SUBMISSION:** Vendor shall deliver **one (1) signed original executed offer** and **one (1) copy** of its executed offer to Issuing Agency in a sealed package with Company Name and IFB Number clearly marked on the front. Vendor shall return all the pages of this solicitation in its response. Vendor shall also submit **one (1) signed, executed electronic copy** of its offer on USB Flash Drive or read-only CD/DVD(s). The files shall not be password-protected and shall be capable of being copied to other media. Offers submitted electronically, or via facsimile (FAX) machine will not be accepted. Vendor shall submit offer in a sealed package with the Execution page signed and dated by an official authorized to bind the Vendor’s

firm. Failure to return a signed offer shall result in disqualification. All offers shall comply with Section F. Instructions to Vendors.

Vendor shall address envelope and indicate IFB Number as shown below. Please note that the U.S. Postal Service does not deliver any mail (U.S. Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. It is the responsibility of the Vendor to have the offer in this Office by the time and date of opening specified in Table 2 of this IFB.

| DELIVER TO: |
|--|
| IFB NUMBER: ITS-400203 North Carolina Department of Information Technology Attn: Debbie Patterson, Procurement Officer 3900 Wake Forest Road Raleigh, NC 27609 |

6. **BASIS FOR REJECTION:** Pursuant to 9 NCAC 06B.0401, the State 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 the State; 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 the State. If either a unit price or an extended price submitted by a Vendor is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Vendor contact regarding this IFB with anyone other than the Procurement Officer listed on page 1 of this IFB may be grounds for rejection of said Vendor's offer.
7. **LATE OFFERS:** Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.
8. **NON-RESPONSIVE OFFERS:** Vendor's offer will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:
 - a. "This offer does not constitute a binding offer",
 - b. "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
 - c. "Vendor does not commit or bind itself to any terms and conditions by this submission",
 - d. "This document and all associated documents are non-binding and shall be used for discussion purposes only",
 - e. "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
 - f. A statement of similar intent.
9. **BEST AND FINAL OFFERS (BAFO):** If negotiations or subsequent offers are solicited, Vendor shall provide a BAFO in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration.
10. **NOTICE TO VENDORS:** The State objects to and will not be required to evaluate or consider any additional terms and conditions not previously agreed to by the State and submitted with a Vendor's offer. This applies to any language appearing in or attached to the document as part of the Vendor's offer. By execution and delivery of this Invitation for Bids and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

11. **POSSESSION AND REVIEW:** During the evaluation period and prior to award, possession of the offers and accompanying information is limited to NCDIT personnel, and to the committee responsible for participating in the evaluation. Any Vendor who attempts to gain this privileged information, or to influence the evaluation process (i.e., assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.
12. **AWARD INTENT:** It is the general intent to award this contract to multiple Vendors. As provided by statute, award will be based on Best Value Analysis, Lowest Price Technically Acceptable Source Selection Method in accordance with N.C.G.S. §143B-1350(h), which provides that the offer shall be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302.

The Interactive Purchasing System (IPS) that allow the public to retrieve award information electronically is available at the following link: <https://www.ips.state.nc.us/ips/>. Click on the IPS BIDS icon, click on Search for BID, enter the IFB Number **ITS-400203**, and then search. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

13. **RIGHTS RESERVED:** While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
- waive any formality;
 - amend the solicitation;
 - cancel or terminate this IFB;
 - reject any or all offers received in response to this IFB;
 - if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors.
14. **EFFECTIVE DATE:** This solicitation, including any Exhibits and completed Attachments, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.
15. **E-PROCUREMENT SOLICITATION:** This is an e-procurement solicitation. See Paragraph 48 in Section G. Department of Information Technology Terms and Conditions. The 1.75% transaction fee only applies to purchase orders issued through the Statewide E-Procurement Service for goods. Purchases of goods conducted outside the Statewide E-Procurement Service and all purchases of services including leasing, are exempt from the 1.75% transaction fee.

The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide e-procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to e-procurement.

- General information on the e-procurement service can be found at <http://eprocurement.nc.gov/>
- Within two (2) business days after notification of award of a contract, Vendor shall register in NC E-Procurement @ Your Service at the following web site: <http://eprocurement.nc.gov/Vendor.html>
- As of the IFB offer submittal date, the Vendor shall be current on all e-Procurement fees. If the Vendor is not current on all e-Procurement fees, the State may disqualify the Vendor from participation in this IFB.

- d. If the awarded Vendor does not stay current on all e-Procurement fees, the State may remove the Vendor from the contract for a thirty (30) day period or until resolution, whichever is shorter. If the Vendor is making a reasonable effort to resolve any past due fees, no penalty will be imposed. The determination of the reasonable effort criteria will be at the discretion of the Statewide IT Strategic Sourcing Office.

Section C. Specifications

Vendor shall refer to this Section, Attachment B, and Attachment D for a listing of General and Technical Specifications. **Vendor shall submit their responses to the listed General and Technical Specifications in Attachment B using the space provided below each General or Technical Specification in Attachment B.**

1. **VENDOR STANDARD AGREEMENT(S)**: The terms and conditions of Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor's standard agreement(s), the terms and conditions of this Agreement relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the NCDIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.
2. **VENDOR UTILIZATION OF WORKERS OUTSIDE THE U.S.**: In accordance with N.C.G.S. §143B-1361(b), the Vendor shall detail the manner in which it intends to utilize resources or workers in the IFB response using Attachment B. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. Vendor shall provide the following for any offer or actual utilization during duration of the contract:
 - a. The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States
 - b. The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
 - c. Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States
 - d. Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided
3. **E-VERIFY**: Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor shall submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.
4. **IRAN DIVESTMENT ACT**: Pursuant to N.C.G.S. § 147-86.55 et seq., the State shall not enter into a contract unless the awarded Vendor provides a certification of compliance with the Iran Divestment Act to the awarding agency, and on a periodic basis thereafter as may be required by the State. Vendors are directed to review the foregoing laws. The State will provide the required certification to any awarded Vendor.
5. **VENDOR ELIGIBILITY**: Vendor certifies that in accordance with N.C.G.S. § 143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. § 143-59.1 (a). Vendor shall provide this certification in Attachment B.

6. **CONFLICT OF INTEREST:** Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
7. **LETTER OF AUTHORIZATION FROM ORIGINAL EQUIPMENT MANUFACTURER:** If the Vendor is not the Original Equipment Manufacturer of the product line(s) offered herein, the Vendor shall be the Original Equipment Manufacturer's single Authorized Reseller or a Registered Computer Equipment Refurbisher.
 - a. If an Original Equipment Manufacturer elects to have another Vendor submit an offer to this IFB as the Original Equipment Manufacturer's single Authorized Reseller, Vendor submitting the offer shall include with its offer a written, dated statement on the Original Equipment Manufacturer's letterhead, addressed to the State of North Carolina, and signed by an individual authorized to bind the Original Equipment Manufacturer, that stipulates:
 1. Vendor submitting the offer is a Manufacturer Authorized Reseller of the Original Equipment Manufacturer's product line as it relates to the scope of this IFB.
 2. Original Equipment Manufacturer is committed to supporting the specifications and requirements of the contract for the duration of the contract, acknowledging that the Vendor submitting the offer bears sole performance responsibility as established by the Prime Vendor concept in Section G. Subsection 6 of this IFB. This includes the Original Equipment Manufacturer's commitment to supporting the Vendor submitting the offer if successful by providing the Original Equipment Manufacturer's products in a timely manner and in quantities necessary for the Vendor submitting the offer to fulfill the requirements of the contract.
 3. Explains how warranty services will be provided to Agencies on Original Equipment Manufacturer's product lines included in Vendor's offer
 4. Original Equipment Manufacturer intends to maintain and publish the established method of pricing (U.S. MSRP or Price List) for the duration of this contract, and will make such information available to NCDIT and Agencies if requested.
 - b. If Vendor is a Registered Computer Equipment Refurbisher, Vendor submitting the offer shall include with its offer a written, dated statement on the Original Equipment Manufacturer's letterhead, addressed to the State of North Carolina, and signed by an individual authorized to bind the Original Equipment Manufacturer, that stipulates:
 1. Original Equipment Manufacturer has certified the Vendor as a registered refurbisher of the Original Equipment Manufacturer's product line(s)
 2. Explains how the Original Equipment Manufacturer's items are marketed or sold by the Vendor
 3. Explains how warranty services will be provided to Agencies on Original Equipment Manufacturer's product lines included in Vendor's offer

If the Vendor fails to provide the Original Equipment Manufacturer certification letter, they will not be allowed to sell the Original Equipment Manufacturer's new / original or refurbished computer equipment under this contract. This certification must remain current throughout the term of this contract.

8. **CUSTOMER REFERENCES:** Using Attachment C, Vendor shall provide three (3) Customer References that meet the following criteria:
- a. Provide evidence of Vendor's ability to deliver in the last two years a large number (i.e., 3,000 or more) of Microcomputer devices that are in the scope of this IFB within a short period of time (i.e., twenty-one (21) calendar days or less from order date). If the Vendor is not the Original Equipment Manufacturer of the product line(s) included in its offer, Vendor must provide references of its company (not references of the Original Equipment Manufacturer).
 - b. Customer is organization similar in size and scope to the State of North Carolina, with at least one of the references being a public sector organization.
9. **FINANCIAL STATEMENTS:** Vendor shall provide evidence of financial stability by returning completed Attachment G with its offer, and providing copies of Financial Statements with its offer as further described herein below. As used herein, Financial Statements shall exclude tax returns and compiled statements.
- a. For a publicly traded company, Financial Statements for the past four (4) fiscal years, including at a minimum, income statements, balance sheets, statement of changes in financial position or cash flows, and accompanying notes to the financial statements. If four (4) years of Financial Statements are not available, this information shall be provided to the fullest extent possible but not less than one (1) year. If less than four (4) years of Financial Statements are provided, Vendor shall explain the reason why they are not available.
 - b. For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
 - c. The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating a Vendor's offer. The State reserves the right to determine whether the substitute information meets the requirements for Financial Statements sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of the contract award.
10. **DISCLOSURE OF LITIGATION:** Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this contract.
- a. Vendor shall notify the State in its offer using Attachment B, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of this contract or any Scope Statement awarded to Vendor.
 - b. Vendor shall notify the State in its offer using Attachment B, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.

- c. All notices under subsection a. and b. herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by Section G. Department of Information Technology Terms and Conditions of this IFB. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.
11. **CRIMINAL CONVICTION**: In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such Vendor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.
12. **SECURITY AND BACKGROUND CHECKS**: The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements.
13. **PRODUCT RECALL**: Vendor assumes full responsibility for prompt notification of both the NCDIT Contract Administrator and Agencies of any product recall in accordance with the applicable state and federal regulations.
14. **EQUIPMENT OFFERED**: Vendor may offer new / original equipment and refurbished equipment for the Segments specified in Attachment D.

New / Original Equipment: Any item offered or shipped in response to this proposal shall be the same model indicated by its external label and source of manufacture. All component parts inside the system shall be manufacturer approved. The items offered shall represent the labeled manufacturer's products and specifications and be subject to the manufacturer's warranty unless terms more favorable to the State or Agency are agreed in writing prior to shipment. Any substitutions, alterations or modifications, internal or external, shall be noted and described in detail. The State or Agency reserves the right to request an inspection by a representative of the manufacturer whose label appears on the item to verify its authenticity.

Refurbished Equipment, G.S. 143B-1358: Refurbished Equipment is defined as equipment that has been reformatted to remove any pre-existing software and data, and then cleaned, repaired, inspected, and tested as necessary to ensure that the equipment has been restored to "like new" full functionality that meets or exceeds the manufacturers' original equipment standards and warranty requirements.

Refurbished equipment shall be accompanied by a certification from the Original Equipment Manufacturer that the refurbisher is certified by the original equipment manufacturer to restore pre-owned equipment to original equipment standards meeting the manufacturers' warranty requirements, and any software licensing requirements, in accordance with the manufacturers' and software makers' official refurbisher programs.

Any refurbished equipment offered or shipped under this contract shall be the same model indicated by its external label and source of manufacture. All component parts inside the system shall be manufacturer approved. The items offered shall represent the labeled manufacturer's products and specifications and be subject to the manufacturer's warranty unless terms more favorable to the State or Agency are agreed in

writing prior to shipment. Any substitutions, alterations or modifications, internal or external, shall be noted and described in detail. The State or Agency reserves the right to request an inspection by a representative of the manufacturer whose label appears on the item to verify its authenticity.

15. **SERVICE LEVEL AGREEMENTS:** The ability of the Vendor to meet the service requirements outlined herein will be a consideration in the award of this contract. No award will be made to any Vendor, regardless of bid price, that has not demonstrated to the State’s total satisfaction that they have the capabilities to meet the service requirements of this IFB. Vendor shall describe in Attachment B their approach and capabilities to address the following Service Level Agreements:

a. Device Delivery Time

Vendor shall process Agency purchase order and deliver ordered original or refurbished Microcomputer devices and related peripherals in a timely manner. Device Delivery Time is the number of calendar days between Vendor’s receipt of a valid request for original or refurbished Microcomputer device and related peripherals and the date the original or refurbished Microcomputer device and related peripherals are delivered. Agency requested delivery dates that are past the established minimum threshold are not measured for this Service Level Agreement.

b. Order Accuracy

For the purposes of this IFB and resulting contract, order accuracy shall measure the degree that Vendor delivers items to the Agency that match what is on the Purchase Order and that an accurate packing slip is included in the shipment. If a single item received does not match the item that was listed on the Purchase Order, or an accurate packing slip is not included in the shipment, then the delivery is considered to be inaccurate for purposes of measuring this Service Level Agreement.

c. Correct Invoices

Vendor shall issue invoices that match the Agency Purchase Order issued to the Vendor and the Vendor’s quote. Vendor shall invoice Agency by model, not by individual component and individual component price, unless specifically requested by Agency, provided in Vendor’s quote, and broken out on Purchase Order as separate line items.

16. **PERFORMANCE ASSURANCE:** Vendor shall support NCDIT and Agencies to track, measure, and report on each of the Service Level Agreements in Section C, Subsection 15. The minimum threshold for each Service Level Agreement is listed in Table 3 of this IFB. Vendor shall provide a one (1) percent invoice credit for each instance that does not meet the minimum threshold performance for an Agency. Invoice credits shall be provided to the Agencies within thirty (30) calendar days after the end of the contract quarter.

| Service Level Agreement | Minimum Threshold |
|-------------------------|---|
| Device Delivery Time | Less than twenty-two (22) calendar days |
| Order Accuracy | 100% |
| Correct Invoices | 100% |

Table 3: Service Level Agreement Minimum Thresholds

All Service Level Agreements shall be tracked and reported by the Vendor from the beginning of the contract. To enable the Vendor to implement and stabilize its processes, the Performance Assurance invoice credits for each instance that does not meet the minimum threshold will not commence until after sixty (60) calendar days from the start of the contract. Vendor shall provide the NCDIT Contract Administrator a summary of all invoice credits issued to Agencies each contract quarter by Agency, by Service Level Agreement.

17. **ADDITIONS/DELETIONS OF QUALIFIED OFFERINGS**: Replacement and/or supplemental products that meet or exceed the minimum IFB requirements may be added to this contract at the sole discretion of the State. Replacement products shall be offered at a price equal to or lower than the original offer price of the product being replaced. Vendor shall submit the request to add or replace products via process established by NCDIT Contract Administrator. The State is under no obligation to accept the offerings.

Vendor shall remove all discontinued Microcomputer devices and related peripherals from the contract within forty-five (45) calendar days after the product's end of life date.

18. **CONTRACT CHANGES**: Subject to written pre-approval from the NCDIT Contract Administrator, Vendor may offer additional Microcomputer device models, peripherals, extended warranties, and maintenance plans that are in the scope of this IFB and are within awarded Segments. If the Vendor accepts orders and/or delivers through other parties, for example a manufacturer accepting orders and delivering through a dealer network, then it is the responsibility of Vendor to apprise such parties of all contract changes. Prices may be decreased at any time without prior approval.

19. **ORDERING INFORMATION**: Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the Vendor.

Vendor is required, upon request, to provide Agencies with catalogs (if an online catalog is not available), descriptive literature, and/or web sites with current prices. This information shall be provided to the ordering Agency within two (2) business days of the request. Such information shall be provided at no charge.

20. **RETURN OF MERCHANDISE**: A Microcomputer device or related peripheral that is not performing per the specification in this IFB may be returned to the Vendor without penalty if a resolution is not achieved within thirty (30) calendar days at no additional cost to the State.

Vendor shall not charge any restocking fee for unopened Microcomputer devices or related peripherals that are returned within thirty (30) calendar days of delivery date. Vendor shall indicate in Attachment B what their restocking policy is after thirty (30) calendar days of delivery date, including any restocking fees.

21. **EQUIPMENT GUARANTEE**: Vendor guarantees that the original equipment, all required peripherals, associated products and all parts regularly used with the type of equipment offered are:

- a. Standard original equipment, latest model of regular stock product, in production at the time of offer opening and available for statewide distribution.
- b. Factory produced, assembled for the first time, newly serialized and the state customer shall be the first end user of the product.

22. **USE OF RESELLERS/DISTRIBUTORS**: The State will allow Vendor(s) to utilize approved, designated Resellers to participate as alternate distribution sources for the Vendor(s). Such participation is subject to the following conditions:

- a. Order Placement: Vendor shall specify whether orders must be placed directly with them or may be placed directly with designated Reseller(s). If Reseller(s) is designated to fulfill orders, Vendor shall provide the State with all necessary ordering and contact information and ensure that the Reseller(s). Reseller(s) shall be registered to receive purchase orders through the State e-procurement system and be current on all e-procurement fees.
- b. Conditions of Participation: Reseller(s) shall be approved in advance by the State as a condition of eligibility under this section. The State also reserves the right to rescind any such participation or request additional Resellers be named at the State's discretion.
- c. Number of Designated Resellers: The State reserves the right to limit the number of Resellers per Original Equipment Manufacturer who are authorized under the awarded contract. At this time, the State will accept a maximum of five (5) authorized Resellers per Original Equipment Manufacturer. The Original Equipment Manufacturer may also be on the statewide term contract in addition to their five (5) authorized Resellers.

- d. Responsibility for Performance and Reporting: Vendor shall be fully liable for Reseller(s)' performance and compliance with all contract terms and conditions. Product purchased through Reseller(s) must be reported by Vendor in required Performance Reports (see Section C, Subsection 23).
- e. Product: Product ordered directly through Reseller(s) shall be only products previously approved under this contract and shall be subject to all terms and conditions of this contract. At no time can a Reseller's price exceed the published contract price.

23. **CONTRACT ADMINISTRATION:** NCDIT Contract Administrator will monitor Vendor performance as necessary over the duration of the contract with respect to satisfactory fulfillment of all contractual obligations. Performance assessments may comprise: delivery, condition of delivered goods, specification compliance of delivered goods, prompt and appropriate resolution of warranty claims, adequate servicing of contract in any and all aspects which the contract has stipulated, maintaining current State pricing on the web site, and prompt, complete and satisfactory resolution of any contractual discrepancies. Further, if a Vendor fails to adhere to the terms and conditions or other requirements of this contract or any subsequent solicitation issued under the framework of this contract, then the State, at its sole discretion, may remove the Vendor from the contract (or subsequent solicitation requests issued under this contract). The State may elect to remove the Vendor on a temporary or permanent basis.

Vendor shall provide the NCDIT Contract Administrator with the following reports, using Attachment H Contract Reporting Template, to support contract administration activities:

- a. Purchase / Lease Activity Report: Vendor agrees to provide to the NCDIT Contract Administrator reports of sales achieved under the contract. These reports shall be provided quarterly, within thirty (30) calendar days from the last day of the reporting quarter. Report shall include the following data elements at a minimum:

- Purchasing Agency
- Purchasing Agency Segment (e.g., State Agency, K-12, Community College)
- Purchase Order Number
- Invoice Date
- Manufacturer Name
- Manufacturer Model Number
- Manufacturer Part Number
- Microcomputer Device Segment (e.g., Desktop, Portable, 2-in-1, Tablet, Peripheral)
- Item Description
- Serial Number (if applicable)
- Quantity Delivered
- Unit of Measure
- Unit MSRP
- Unit Final Price of Item
- Upgraded / Extended Warranty Sold Flag (Yes / No)
- Description of Upgraded / Extended Warranty
- Upgraded / Extended Warranty Part Number
- Upgraded / Extended Warranty MSRP
- Upgraded / Extended Warranty Final Price
- Purchase or Lease Indicator
- Start Date of Lease Term
- Length of Lease Term
- Monthly Lease Payment

- b. Warranty Report: Vendor shall provide the NCDIT Contract Administrator upon request a consolidated history of all warranty claims for devices purchased under this contract. Report shall include the following data elements at a minimum:

- Purchasing Agency
- Manufacturer Name
- Manufacturer Model Number
- Manufacturer Part Number
- Microcomputer Device Segment (e.g., Desktop, Portable, 2-in-1, Tablet, Peripheral)
- Item Description
- Serial Number (if applicable)
- Date of Purchase
- Warranty Claim Date
- Problem Description
- Reason Description
- Resolution

c. Service Level Report: Vendor shall provide the NCDIT Contract Administrator with a report of Service Level Agreements under the contract. These reports shall be provided quarterly, within thirty (30) calendar days from the last day of the reporting quarter. Report shall include the following data elements at a minimum:

- Purchasing Agency Name
- Service Level Agreement Name
- Service Level Agreement Minimum Threshold
- Service Level Agreement Actual Performance
- Number of Instances Below Minimum Threshold During Reporting Period
- Total Invoice Credits Provided to Purchasing Agency
- Explanation for Below Minimum Threshold Performance
- Vendor's Plan to Address Below Minimum Threshold Performance

d. Historically Underutilized Business Report: Vendor shall provide the NCDIT Contract Administrator with a report of the percentage of the Vendor's contract sales that are attributed to Historically Underutilized Businesses (HUBs) as defined by State of North Carolina. This would be all contract sales if the Vendor is a HUB, or could be contract sales associated with subcontractors that are HUBs and used by the Vendor to deliver goods or Services under the contract. These reports shall be provided quarterly, within thirty (30) calendar days from the last day of the reporting quarter. Report shall include the following data elements at a minimum:

- Purchasing Agency Name
- Purchasing Agency Segment
- Total Contract Sales for Reporting Period
- Percentage of Contract Sales for Reporting Period that are Attributed to HUBs

e. Data Template and Post-Award Meeting: Upon award of this contract, Vendor shall meet with E-Procurement Team to discuss best option to enable procurement of awarded items under this contract. Options include having Vendor complete a State-provided data template to enable the E-Procurement Team to load catalogs on to the Statewide E-Procurement Service or having Vendor implement a punch-out catalog connection with the Statewide E-Procurement Service. The E-Procurement Team will facilitate the completion of the E-Procurement data template or development of a punch-out catalog connection with Vendor and address other questions regarding the requirements for the E-Procurement service upon award.

f. Vendor shall work with NCDIT's Statewide IT Strategic Sourcing Office or Agency to address any special reporting requests.

24. **COMPUTER EQUIPMENT RECYCLING PROGRAM**: Vendor shall comply with the requirements of G.S. 130A-309.134. Original Equipment Manufacturers of devices proposed under this contract shall register with

the North Carolina Department of Environmental Quality (<http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management>) within fourteen (14) calendar days after award. Failure to comply with the requirements of G.S. 130A-309.134 may result in Vendor's removal or suspension from the contract.

25. **IT VOLUME PURCHASING:** The items covered in this IFB may be ordered by the State throughout the term of the contract. In addition, as authorized by G.S. 143B-1350(g), the Statewide IT Strategic Sourcing Office may also aggregate IT purchases for the State. Up to four times per fiscal year, the State may solicit Request For Quotes (RFQ) from one or more awarded contract Vendors for a IT volume purchase of indeterminate amounts. The IT volume purchase will be an aggregated amount from all Executive Branch State Agencies during a set amount of time. Additionally, any entity eligible to use this contract may participate in the IT Volume Purchasing process.

Vendor shall respond to the State's IT Volume Purchasing Request For Quotes. Failure to respond to the State's IT Volume Purchasing Request For Quotes may result in Vendor's removal from the contract.

26. **ABNORMAL QUANTITY REQUESTS:** During the term of the contract, the State reserves the right to request additional discounts (beyond the awarded contract discount percentage) from Vendors for any order or combined orders that exceed the Abnormal Quantity Threshold for this contract. The State will determine the Abnormal Quantity Threshold Amount after award. Further, the State, at its sole discretion, may choose to issue a separate Invitation for Bid for the requirement.
27. **MINIMUM SALES VOLUME:** Vendor shall provide in its offer evidence of recent sales of Microcomputer devices that are within the scope of this IFB. Vendor shall provide evidence that it has a minimum sales volume of \$100,000,000 of Microcomputer devices that are within the scope of this IFB to customers in the United States within each of the last two (2) years. Vendor shall provide their yearly sales data for Desktops, Portables, 2-in-1s, and/or Tablet Computers for the last two (2) Full Calendar Sales Years (e.g., 2015, 2016) in the space provided in Attachment B.
28. **PRICE LISTS:** Vendor shall include an electronic copy of the Original Equipment Manufacturer's current U.S. Manufacturer's Suggested Retail Price List in its offer. The current U.S. Manufacturer's Suggested Retail Price List does not need to be included in Vendor's printed offer.
- Vendor shall provide the NCDIT Contract Administrator and Agencies with a link to an Internet web site that contains the current MSRP List for all products offered under the scope of this IFB for the duration of this contract.
29. **INTERNET WEB SITE:** Vendor shall develop (subject to approval by the NCDIT Contract Administrator) and maintain an Internet web site designated solely for the State of North Carolina. Only items included in this contract and approved by the NCDIT Contract Administrator may be displayed on this site. Vendor shall maintain current and accurate contract pricing for the products and services on the web site. Any Vendor that lists items or Internet links to products not authorized by the contract or that does not maintain current and accurate prices may be removed from contract.
30. **VENDOR CONTACT INFORMATION:** Vendor shall complete Attachment F and include it in its offer.
31. **PRICING:** Vendor shall submit Pricing as instructed in Attachment E.
- Vendor shall decrease its net unit price to the State if the MSRP for a product or service decreases. Vendor shall submit all MSRP increases to the NCDIT Contract Administrator for review and approval. If the MSRP increase is approved by the NCDIT Contract Administrator, Vendor shall maintain the percentage off discount (or a larger discount can be offered).
 - Special Pricing: If the Original Equipment Manufacturer offers any special pricing or incentives during the contract period (i.e., seasonal, promotional, inventory reduction) whether temporary or

permanent, Vendor shall make the special pricing or incentives available to the State under the terms of the contract.

32. **TERM EXTENSIONS:** The State reserves the right to extend any contract awarded if it is determined to be in the best interest of the State.
33. **WARRANTY:** Vendor warrants that all equipment furnished under the contract will be new/original or refurbished as defined in Section C, Subsection 14, and of good material and workmanship. Vendor shall provide direct un-infringed unlimited USA Original Equipment Manufacturer warranties on the Microcomputer devices and related peripherals delivered under this contract. Vendor shall describe their standard warranty for each proposed Segment and Sub-Segment in Attachment B. The report of a problem does not presuppose that every call shall result in an "on-site" visit for service/repair. Vendor and/or service subcontractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Upon request by the State, Vendor shall provide a copy of the manufacturer's standard warranty within two (2) business days.

The warranty must be for a minimum period of twelve (12) months from date equipment is delivered to Agency. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

34. **DELIVERY:** All Computer Equipment devices and related peripherals shall be delivered complete as ordered within twenty-one (21) calendar days after receipt of purchase order to any location within North Carolina. "Delivered complete as ordered" refers to such items as extra RAM and additional cards and drives being installed in the system at time of delivery, or upon delivery at no additional charge to the State (unless otherwise requested by the State). Complete delivery shall be defined as inside delivery of ordered Microcomputer device and related peripherals.

The Vendor shall provide user manuals and operating instructions with each Microcomputer device and applicable peripherals. Delivery will not be considered complete until one copy of each required manual is delivered. Electronic or web-based user manuals are acceptable to meet this requirement.

If circumstances beyond the control of the Vendor result in a late delivery, it is the responsibility and obligation of the Vendor to notify the Purchasing Agent listed on the purchase order, in writing, immediately upon determining delay of shipment. The written notification shall indicate the anticipated delivery dated.

Agency shall notify the Vendor at time of ordering of any non-standard delivery requirements (e.g., stairs, loading dock, security procedures).

35. **ENTERPRISE ARCHITECTURE STANDARDS:** The North Carolina Statewide Technical Architecture is located at the following website: <https://it.nc.gov/services/it-architecture/statewide-architecture-framework>. This provides a series of domain documents describing objectives, principles and best practices for the development, implementation, and integration of business systems. Agencies and Vendors shall refer to these Architecture documents when implementing enterprise applications and/or infrastructure.
36. **DISTRIBUTORS AND RESELLERS:** "Resellers" as used herein, refers to businesses that routinely sell or distribute Vendor's Products, and may include "Distributors", "Value Added Resellers" (VARs), "Original Equipment Manufacturers" (OEMs), Channel Partners, or such other designations. These businesses shall be approved by the State prior to placement of any orders. Any contract established will be subject to this solicitation and any resulting Agreement(s), and to the terms and conditions of the State's competitive bidding process.

The Agency acknowledges that the Reseller has merely purchased the Third Party Items for resale or license to the Agency, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than the Reseller ("Third Parties"). The Agency further acknowledges that except for the payment to the Reseller for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide the Agency with copies of all documentation and warranties for the Third Party Items which are provided to the Reseller. The Reseller shall assign all applicable third party warranties for Deliverables to the Agency.

37. **EQUIVALENT ITEMS:** Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers shall be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, may be returned to the Vendor at the Vendor's expense.
38. **INVESTIGATION:** The State may, in its sole discretion, investigate any substitute or equivalent goods irrespective of any representation made by a Vendor or manufacturer.
39. **SPECIFICATIONS:** Any deviation from specifications indicated herein shall be clearly identified as an exception and listed on a separate page labeled "Exceptions to Specification"; otherwise, it will be considered that items offered are in substantial compliance with these specifications, and Vendor will be held responsible. Any deviations shall be explained in detail. **Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or equivalent goods may be rejected; and if offered, shall be supported by independent documentary verification of equivalence to the specified goods.**
40. **EXPLANATION OF LIMITATION OF LIABILITY CLAUSE:** In Paragraph 29 of Section G, the State interprets the phrase "contract value" as one and a half times the value of the purchase or cost of cover (whichever is greater) in the event of equipment failure or failure to deliver equipment according to the requirements of the contract; and two times the purchase value for all other contract damages.

Section D. Price Proposal

1. Vendor shall use Attachment E to submit their proposed pricing for evaluation for providing Microcomputers, Peripherals, and Related Services that are in the scope of this IFB. Vendor shall read and follow the directions listed on the Instructions worksheet in Attachment E.
2. Vendor shall provide pricing in the form of a Minimum Percentage Discount Off Manufacturer's Suggested Retail Price (MSRP) for each Microcomputer Device Segment and Sub-Segment included in its offer. Minimum Percentage Discounts must be entered to the nearest whole number (e.g., 70%). Vendor is not required to include in its offer every Microcomputer Device Segment, but Vendor shall provide a Minimum Percentage Discount Off MSRP for every Sub-Segment in the Segments the Vendor elects to include in its offer.
3. The Minimum Percentage Discount Off MSRP shall be based on the Vendor's most recently published U.S. Manufacturer's Suggested Retail Price list.
4. The proposed Minimum Percentage Discount Off MSRP for each Segment and Sub-Segment shall apply to all offered items within the Segment or Sub-Segment.
5. Vendor shall maintain the Minimum Percentage Discount Off MSRP offered on all Original Equipment Manufacturer's offerings (current and newly announced), products, and price revisions. Failure to conform to the awarded price structure at any point during the term of the contract will subject the Vendor to penalties and cancellation, as deemed appropriate by the State, and described elsewhere within this document.
6. Vendor may increase the Minimum Percentage Discount Off MSRP or lower the MSRP, resulting in a lower cost to the State, during the life of the contract. Once established, Vendor may not decrease the Minimum Percentage Discount Off MSRP.
7. Vendor may provide Agencies with Refurbished Microcomputer devices in any and all of the Microcomputer Device Segments or Sub-Segments. Refurbished Microcomputer devices may only be purchased by Agencies, and cannot be leased. Vendor is not required to submit a price for Refurbished Microcomputer device for every Microcomputer Device Segment or Sub-Segment, and the State reserves the right to award Refurbished Microcomputer devices by Segment or Sub-Segment.
8. Vendor shall not submit non-numeric values (e.g., TBD) or a range of numeric values (e.g., 20% to 40%) in Table E.1, Table E.2, or in column D in Table E.3 and Table E.4 in Attachment E.

Section E. Additional Information

1. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4 and any applicable Executive Order, the State 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. Additional information may be found at: <http://www.doa.nc.gov/hub/>. Vendor may indicate in Attachment B if it or any third parties, subcontractors, or partners it intends to use to deliver goods and services within the scope of this IFB to Agencies are a Historically Underutilized Business as defined by the State.

Section F. Instructions to Vendors

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor shall request a clarification from the Procurement Officer listed on page 1 of this IFB. Questions and clarifications shall be submitted in writing using Attachment A and may be submitted by personal delivery, letter, fax or e-mail within the time period identified in Table 2 of this IFB.
2. **DEFINITIONS, ACRONYMS AND ABBREVIATIONS:** Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:
 - a. **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
 - b. **NCBIT:** The North Carolina Department of Information Technology, formerly Office of Information Technology Services
 - c. **Original Computer Equipment:** Computer equipment that shall be the same model indicated by its external label and source of manufacture. All component parts inside the system must be Original Equipment Manufacturer approved. The items offered must represent the labeled Original Equipment Manufacturer's products and specifications and be subject to the Original Equipment Manufacturer's warranty unless terms more favorable to the Agency are agreed in writing prior to shipment. Any substitutions, alterations or modifications, internal or external, must be noted and described in detail. The State or Agency reserves the right to request an inspection by a representative of the Original Equipment Manufacturer whose label appears on the item to verify its authenticity.
 - d. **Original Equipment Manufacturer:** Original Equipment Manufacturer means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment, including Desktop Units, Portable Units, 2-in-1 Units, and Tablet Units. The Original Equipment Manufacturer's name(s) shall appear on the computer equipment.
 - e. **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
 - f. **Refurbished Computer Equipment:** Computer equipment that has been reformatted to remove any pre-existing software and data, and then cleaned, repaired, inspected, and tested as necessary to ensure that the equipment has been restored to "like new" full functionality that meets or exceeds the manufacturers' original equipment standards and warranty requirements.
 - g. **Registered Computer Equipment Refurbisher:** Per NC Session Law 2013-128, Registered Computer Equipment Refurbisher means a person **certified** by the Original Equipment

Manufacturer to restore pre-owned computer equipment to original equipment standards meeting the manufacturers' warranty requirements, and any software licensing requirements, in accordance with the manufacturers' and software makers' official refurbisher programs.

- h. **The State:** Is the State of North Carolina, and its Agencies.

Additional acronyms, definitions and abbreviations may be included in the text of the IFB.

3. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, Vendor's offer shall be valid for one hundred eighty (180) calendar days from the date of offer opening.
4. **PROMPT PAYMENT DISCOUNTS**: Vendors 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.
5. **INFORMATION AND DESCRIPTIVE LITERATURE**: Vendor shall include in their offer specifications and technical literature sufficient to allow the State to determine that the proposed equipment meets all requirements. This technical literature will be the primary source for evaluation of offered products. If a requirement is not addressed in the technical literature, it shall be supported by additional documentation and included with the Vendor's offer. Offers without sufficient technical documentation may be rejected. **Only information that is received in response to this IFB will be evaluated.** Reference to information previously submitted will not satisfy this provision. Offers, which do not comply with these requirements, will be subject to rejection. Descriptive Literature to meet this requirement may be submitted electronically as part of the Vendor's offer, and does not need to be included in the printed offer. The electronic submission of Descriptive Literature cannot be a link to a website.
6. **RECYCLING AND SOURCE REDUCTION**: It is the policy of this State 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. The State also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendor may indicate in Attachment B how the products or packaging they offer have recycled content and are recyclable.
7. **CLARIFICATIONS/INTERPRETATIONS**: Any and all questions regarding this document must be addressed to the Procurement Officer listed on page 1 of this IFB. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from NCDIT. Vendor is cautioned that the requirements of this IFB can be altered only by written addendum and that verbal communications from whatever source are of no effect.
8. **AWARD OF CONTRACT**: Responsive offers will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by N.C.G.S. §143-135.9, and in accordance with N.C.G.S. §143B-1350(h), which provides that the offer shall be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item offer. In addition, on agency specific or term contracts, NCDIT reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one Vendor is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by NCDIT to be pertinent or particular to the purchase in question.
9. **SAMPLES**: Reserved.

10. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
11. **PROTEST PROCEDURES:** Protests of awards exceeding \$25,000 in value shall be submitted to the issuing Agency at the address given on the first page of this document. Protests shall be received in this Office within fifteen (15) calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. Note: contract award notices are sent only to Vendors that are actually awarded contracts, and not to every person or firm responding to this solicitation. IFB status and Award notices are posted on the Internet at <https://www.ips.state.nc.us>. **All protests will be governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**
12. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/ips>
13. **DIGITAL IMAGING:** The State will digitize the Vendor's offer if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record, and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."
14. **PROPOSAL CONTENT AND ORGANIZATION:** Vendor shall deliver one (1) signed original printed version of its offer and one (1) copy of its offer to Issuing Agency in a sealed package with Company Name and IFB Number clearly marked on the front. Vendor shall also submit one (1) signed, executed electronic copy of its offer on USB Flash Drive or read-only CD/DVD(s). The files shall not be password-protected and shall be capable of being copied to other media.
 - a. **Offer Format:** Each page shall be numbered. All offers shall be printed double-sided on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
 - b. **IFB Response Organization:** The offer shall be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated.
 1. **The completed, signed Execution Page (page 1 of this IFB) shall be placed at the front of the offer.**
 2. Letter of Transmittal - Each offer shall be accompanied by a letter of transmittal that provides the following information:
 - a) Identify the submitting organization;
 - b) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
 - c) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization;
 - d) Identify the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarification;
 - e) **Acknowledge receipt of any and all amendments to this IFB.**
 3. Table of Contents
 4. Letter of Authorization / Certification from Manufacturer (if applicable)
 5. Completed Attachment B. Offeror Response Template
 6. Completed Attachment C. Customer Reference Template for three (3) Customer References

7. Completed Attachment E. Price Proposal (Vendor shall print out the final version of the completed Pricing Sheet worksheet of the Excel file and include printed copy in this section)
 8. Completed Attachment F. Vendor Contact Form
 9. Completed Attachment G. Financial Review Form
 10. Financial Information Supporting Documentation
 11. Conflict of Interest Statement
 - a) Provide a statement that no assistance in preparing the offer was received from any current or former employee of the State of North Carolina whose duties relate(d) to this IFB, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this IFB;
 - b) State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
 - c) State the employing State Agency, individual's title at that State Agency, and termination date.
 12. Copy of IFB that includes all pages
 13. Appendix with any Additional Materials
 14. One (1) **signed, executed electronic copy** of its offer on USB Flash Drive or read-only CD/DVD(s). The files shall not be password-protected and shall be capable of being copied to other media. This includes the completed Excel version of Attachment E with all worksheets. This also includes electronic copy of the Original Equipment Manufacturer's U.S. MSRP List for all proposed Microcomputer Device Segments.
- c. IFB Response General Instructions: Vendors are strongly encouraged to adhere to the following general instructions to bring clarity and order to the offer development and subsequent evaluation process:
1. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
 2. The response shall be complete and comprehensive with a corresponding emphasis on being concise and clear.
 3. Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials shall be included as items in a separate appendix.
 4. Vendor shall furnish all information requested. If response spaces are provided in the IFB and its Attachments, Vendor shall furnish requested information in the spaces provided.
 5. If required elsewhere in this IFB, Vendor shall submit with their offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision.
 6. Any offer that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Section G. Department of Information Technology Terms and Conditions

1) DEFINITIONS: As used herein;

- a) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State in Paragraphs 7 and 8, and included in Paragraph 29 c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
- b) Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.
- c) Services shall mean the duties and obligations accepted by the Vendor to carry out the requirements, and meet the specifications, of this procurement.
- d) State shall mean the State of North Carolina, the Department of Information Technology as an Agency or in its capacity as the Award Authority.

2) STANDARDS: Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required:

- by State or federal Regulation,
 - by the Chief Information Officer's (CIO) policy or regulation, or
 - acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
- a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
 - b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a Contract, including deinstallation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.
 - c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

- 3) **WARRANTIES:** Vendor shall assign all applicable third party warranties for Deliverables to the Purchasing State Agency.
- 4) **PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract Services provided by such personnel.
- a) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
 - b) This Contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to this Contract, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
- 5) **SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 6) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- a) **Intellectual Property.** Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) **Inherent Services.** If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-

task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.
- d) **Warranty as to Equipment; Hardware.** Vendor warrants that the equipment and hardware that it provides pursuant to this Contract shall be free from defects in materials, in good working order and be maintained in good working order.

7) **SOFTWARE LICENSE** (*for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto*): Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

8) **MAINTENANCE/SUPPORT SERVICES: Unless otherwise mutually provided herein**, for the first year after the expiration of any warranty coverage (and for all subsequent Contract years, for which Support is purchased), Vendor agrees to provide the following Support Services for the Hardware and any Software provided with the Deliverables for any years in which the applicable support fees are paid:

HARDWARE/EQUIPMENT:

- a) **Basic Services.** The Vendor will provide at least normal and usual Hardware support and maintenance Services generally provided to customers in a similar program, position or setting consistent with and subject to the payment of the support and maintenance fees agreed upon in this Contract. The Vendor warrants to the State that all items furnished will be new (unless otherwise requested in this IFB), of good material and workmanship, and agrees to repair or replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for one year from date of installation. Such repair or replacement shall include any transportation costs free of any charge to the State. This statement

is not intended to limit any additional coverage, which may normally be associated with a product, such as any "hot switch" or similar replacement warranty program. Any available warranties applicable to replacement Hardware equipment or parts will be passed on to the using agency.

- b) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Support problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

SOFTWARE:

- a) **Error Correction.** Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance Services under this Paragraph.
- b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- c) **Updates.** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Changes shall become a part of the Software and Documentation and, as such, will be governed by the provisions of this Contract.
- d) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

- 9) **TRAVEL EXPENSES: All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed.** In the event that the Vendor may be eligible to be reimbursed for travel expenses arising under the performance of this Contract, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Contract.

- 10) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

- 11) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 09 NCAC 06B.1206, or other provision of law.
- 12) AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this Paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any Services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 13) PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
 - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 14) ACCEPTANCE CRITERIA:** In the event acceptance of Deliverables is not described in additional Contract documents, the State shall have the obligation to notify Vendor, in writing ten calendar days following installation of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the

specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the State Agency within fourteen (14) calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

15) EQUAL EMPLOYMENT OPPORTUNITY: Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

16) INSPECTION AT VENDOR'S SITE: The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.

17) ADVERTISING/PRESS RELEASE: The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

18) CONFIDENTIALITY: In accordance with N.C.G.S. §§143B-1350(e), 143B-1375 and 09 NCAC 06B.0103 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 et seq. Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina.

Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 et seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this Subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

19) DELIVERABLES: Deliverables, as used herein, shall comprise all Services, project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder. Deliverables are the property of the State of North Carolina, except where licensed or leased to the State. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.

20) LATE DELIVERY, BACK ORDER: Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or Services.

21) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title, and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

22) ACCESS TO PERSONS AND RECORDS: Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

23) ASSIGNMENT: Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

24) INSURANCE COVERAGE: During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; and
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

25) DISPUTE RESOLUTION: The parties agree that it is in their mutual interest to resolve disputes informally.

A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

26) DEFAULT: In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offers that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the

State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

- c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.

27) WAIVER OF DEFAULT: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 40) herein below.

28) TERMINATION: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 26), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 29) and 30) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

29) LIMITATION OF VENDOR'S LIABILITY:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranty compliance, or to claims for injury to persons or damage to tangible personal property caused by Vendor's gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court

costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

30) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, 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, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

31) CHANGES: This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or offer on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or Services delivered without a purchase order from the Agency or State Award Authority.

32) STOP WORK ORDER: Reserved

33) PRICE ADJUSTMENTS FOR TERM CONTRACTS: Reserved.

34) TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Contract.

35) DATE AND TIME WARRANTY: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

36) INDEPENDENT CONTRACTORS: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

37) 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 the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to

show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

38) NOTICES: Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

39) TITLES AND HEADINGS: Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

40) AMENDMENT: This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 31) herein.

41) TAXES: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.

42) GOVERNING LAWS, JURISDICTION, AND VENUE:

- a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

43) FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

44) COMPLIANCE WITH LAWS: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

45) SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

46) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

47) 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 Vendor 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.

- a) **The successful Vendor(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 neither be charged to nor paid by the State, or by any State approved users of the contract. 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 Vendor for the Services rendered by the Supplier Manager under this contract. Vendor 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 Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor 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 Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor 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, Vendor 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 Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
- c) The Supplier Manager 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 Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor 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 Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

48) ELECTRONIC PROCUREMENT (Applies only to Statewide Term Contracts): Within fifteen (15) calendar days of notice, Vendor shall provide supplier information, contract pricing and other product related information requested by the State or the Supplier Manager. This information shall include such information as Vendor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State of the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the Vendor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, Vendor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display Vendor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with Vendor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the Vendor within the appropriate contract Segment. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

- a) If the Vendor is not the manufacturer, then it shall be the Vendor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract including any appropriate intellectual property rights of the manufacturer. If the Vendor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.
- b) Vendor is and shall remain responsible for paying the transaction fee on behalf of its authorized reseller in the event that the authorized reseller defaults.

Section H. Lease Terms and Conditions

The terms and conditions in this Section shall supersede those of Section G of this IFB in the event of any conflict.

- 1) **LEASE PRICES**: Lease prices shall remain firm throughout the lease period selected by the Lessee. Lease agreements shall be effective on the first day following the executed Certificate of Acceptance. No interim rent, lease payment or interim term may be charged under any circumstances. The date of acceptance is that date listed on the Certificate of Acceptance Form (annexed hereto) after equipment has been installed and tested. Leases shall only be executed under this Agreement if the Vendor is the Lessor.
 - a) The term of any lease shall be established as consecutive twenty-four (24) months, consecutive thirty-six (36) months, or consecutive forty-eight (48) months.
 - b) Lease equipment's unit price may include an upgraded / extended warranty for up to the term of the lease if requested by Agency. If costs for an upgraded / extended warranty are included in the monthly lease price, they shall be shown separately for informational purposes.
- 2) **EXPIRATION OF LEASE**: Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed for a new lease period. No termination notice shall be required by either party at end of lease. All equipment leased under each lease agreement shall be removed from Agency's location within ten (10) business days after expiration of lease at Vendor's expense. All equipment removal shall be coordinated with Agency.
- 3) **TERM OF LEASE CONTRACT**: The Notice of Award will establish a lease with a term of 24, 36, or 48 months from the Acceptance Date (as defined herein), or a contract for purchase of equipment and maintenance of such equipment. The Agency may, at its sole option and discretion, renew a lease for not more than one (1) additional term upon written notice to Vendor, with any renewal beginning upon the anniversary date of the lease. Exercise of the renewal option shall be made, if at all, by the Agency not less than thirty (30) calendar days prior to the end of the contract term. The renewal period will be under the same terms and conditions as this contract.
- 4) **TERMINATION OF LEASE**:
 - a) Lease termination for convenience: Reserved
 - b) This contract may be terminated with thirty (30) calendar days written notice to Vendor if the organizational activity within the State Agency using the equipment is discontinued or disestablished.
 - c) Lease Cancellation Due To Non-Performance: The lease contract may be cancelled at any time during the lease period for Vendor or equipment non-performance or failure to meet Section C pursuant to Section H, Paragraph 10) (Default and Remedies). If the Lessee requests removal of leased equipment, Lessor will cancel the lease effective immediately with no additional payments due from Agency. Equipment will be removed from Lessee site within ten (10) days of such written notice at no cost to the Lessee.
 - d) Expiration of Lease Term: Any lease shall terminate upon expiration of the lease contract term unless the State elects to rent the equipment on a month-to-month basis at the Vendor's then current commercial rates. The Agency shall provide Vendor with a thirty (30) calendar day written notification to convert the lease contract to a rental contract.
- 5) **TAXES**: The Agency agrees to pay any taxes due for which the Agency is not exempt. Any applicable taxes shall be invoiced separately to the purchasing Agency.
- 6) **AMOUNT AND TIME OF PAYMENT**: All payments due under this contract are solely the responsibility of the purchasing Agency. The North Carolina Department of Information Technology is responsible for

soliciting the contract, but has no liability with respect to payments, breaches, or penalties. Lease Charges will be invoiced in advance as of the first of each month or quarter as agreed by the Agency. When a machine or model changes, or feature is installed for a part of a calendar month, the Lease Charges will be prorated on the basis of a 30-day month. Payment will be made within thirty (30) calendar days after the date of a correct invoice. All other charges due hereunder are payable as specified in the invoice.

7) **REFRESH REQUIREMENTS**: Reserved.

8) **PRICE PROTECTION PERIOD**:

- a) The lease rates for leased machines or equipment shall not increase during the initial term; except as may be agreed pursuant to Section G, Paragraph 31) (Changes).
- b) Any rate reductions which might be generally available during the contract period on the part of the Vendor to other state and local government Agencies will be passed on to the Agency, when effective, at any time during the contract period.

9) **ASSIGNMENT**: Vendor may not assign this contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) calendar days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the Agency setting forth the foregoing obligation of Vendor and Assignee. Vendor may assign its right to receive payment under this contract with written permission of the State. In no event does the recognition of assignment of the Vendor's right to receive payments obligate the Agency to anyone except the Vendor. The Agency merely recognizes financial assignment as a convenience to the Vendor and will hold the Vendor responsible for fulfillment of all contract obligations. Payments under an assignment of financial rights shall be in accordance with the General Statutes of North Carolina as follows:

- a) Check made payable to the Vendor and Vendor endorses it over to the Assignee,
- b) Check made payable to the Vendor and forwarded directly to Assignee, or
- c) Check made payable jointly to the Vendor and Assignee and forwarded directly to the Assignee.

10) **DEFAULT AND REMEDIES**:

- a) Any of the following events will constitute an Event of Default under this contract:
 - i) The Agency fails to make any payment required when due and such failure continues after written notice by Vendor for a period of thirty (30) calendar days after the written notice is delivered, and the Vendor is not in default.
 - ii) The Agency fails to observe or perform any other covenants, conditions or agreements of the contract and such failure continues for thirty (30) calendar days without cure after the Vendor delivers written notice of the failure to the Agency.
 - iii) Vendor fails to apply any payment required to be paid under this contract towards the Agency's obligation hereunder.
 - iv) Vendor fails to comply with this contract, or otherwise observe, keep or perform any provision of this contract required to be observed, kept or performed by Vendor.
- b) Remedies: In the event of default as specified above, failure by either the Vendor or Agency to remedy such default within a period of thirty (30) calendar days from receipt of written notice of said default and demand for cure therefore by either party, may take any of the following actions:
 - i) Vendor or the Agency may, at their respective option(s), and, as may be applicable, proceed by appropriate court action(s) to enforce performance of the applicable covenants of this contract or to recover damages for breach.
 - ii) The Agency may terminate said contract and direct the Vendor to remove all equipment at the Vendor's expense with no costs of termination or equipment removal to be incurred by the Agency.

- iii) Further Remedies: All remedies of the Vendor and the Agency are cumulative and may be exercised concurrently or separately. The exercise of any other remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy.
- c) Penalty Charges: The Agency and State shall not be obligated to pay charges of any type for termination or penalty.
- 11) **EQUIPMENT RETURN**: Vendor shall be responsible for all standard delivery and removal charges. Equipment shall be in good repair, condition and working order, ordinary wear and tear alone excepted.
- 12) **NON-PERFORMANCE**: If the Agency determines the equipment is not rendering satisfactory service, the Vendor will review the service activity of such equipment with the Agency and determine corrective action for the Vendor. If no solution is reached the Agency may terminate this contract for non-performance under Section H, Paragraph 4) (Termination of Lease).
- 13) **INSTALLATION AND DELIVERY**: Pricing shall include delivery to the purchasing Agency, F.O.B. destination, freight prepaid. No other fees or charges will be paid by the Agency. Equipment and supplies shall be delivered within twenty-one (21) business days after receipt of order. Vendor shall notify the Agency at least forty-eight (48) hours in advance of delivery so that necessary arrangements can be made. Vendor shall be responsible for any damages to building or individuals as a result of delivery.
- a) Vendor shall be solely responsible for the delivery of equipment. Delivered equipment shall conform to Section C. Specifications, and equipment shall be delivered by the delivery date(s) specified.
 - b) Delivery date(s) may be changed by mutual consent of the Agency and the Vendor.
 - c) The method of shipment shall be consistent with the nature of the equipment and hazards of transportation.
 - d) Vendor shall be completely responsible for any damages caused solely by the Vendor or its agent(s) to the building, its contents, or the surrounding grounds as a direct result of the delivery of any equipment.
- 14) **TITLE**: Vendor shall retain all right, title and interest in the equipment and integrated or installed software during the term of the lease; provided, however, that Vendor shall not pledge said property as security for any third party, suffer any lien or attachment of said property, nor otherwise encumber the property in any manner that may compromise the Agency's use of said property. Title to the equipment will be conveyed to the State effective upon Agency's exercise of any available purchase option and payment therefor.
- 15) **RISK OF LOSS OR DAMAGE**: Risk of loss or damage shall remain with the Vendor for all Leased Item(s) during the periods of transportation, installation, and removal, except when loss or damage is due to the negligent acts of the Lessee.
- 16) **PERSONAL PROPERTY**: The equipment will remain personal property and shall not be attached to realty so as to change its character to that of a fixture. The State shall have no right, title or interest in the equipment outside of the leasehold covered by this contract.
- 17) **WARRANTIES AND REPRESENTATIONS OF THE AGENCY**: The Agency represents and warrants to Vendor, and so long as this contract is in effect or any part of Agency obligations to Vendor remain unfulfilled, the Agency shall continue to warrant at all times that:
- a) The Agency will not change or remove any insignia or lettering which Vendor may place on the equipment to indicate its ownership interest therein unless and until such equipment is acquired by the Agency at the end of the lease in accordance with the applicable provisions of this contract.
 - b) The Agency will keep the equipment free from any lien, encumbrance or legal process and the Agency will discharge such claims as it is responsible for creating or causing.

18) **MAINTENANCE OF EQUIPMENT:**

- a) Vendor shall keep the equipment in good repair, condition and working order and shall always be responsive to the warranty requirements of the Agency. For this purpose, Vendor shall have full and free access to the equipment subject to the security policies and procedures of the Agency. Parts required for repair may be new, reprocessed or recovered.
- b) There will be no charge for travel expenses associated with warranty service under this contract.
- c) The Agency agrees to pay, at Vendor's applicable time and material rates then in effect, for loss of or damage to a machine, caused by (1) use of the machine for other than the purposes for which it was designed, or (2) alterations and attachments not authorized by Vendor or the Original Equipment Manufacturer.
- d) If Vendor is unable to repair the equipment, Vendor shall replace the equipment with an identical product or another product of equal or greater capabilities. If a replacement product is provided there will not be an additional charge during the current term.

19) **ALTERATIONS AND ATTACHMENTS:** An alteration is defined as any change to a machine which deviates from the manufacturer's physical, mechanical or electrical machine design whether or not additional devices or parts are required. An attachment is defined as the mechanical, electrical or electronic interconnection to a machine that is not supplied by Vendor. An alteration or attachment to a machine may be made only upon approval by the Vendor, which approval shall not be unreasonably withheld. The Agency agrees to pay all charges related to the alteration or attachment that it requires. Any alteration or attachment required by the manufacturer or Vendor shall be made at the Vendor's expense. The Agency further agrees to remove any alteration or attachment and to restore the machine to its normal, unaltered condition prior to its return to Vendor, or upon notice from Vendor that the alteration or attachment creates a safety hazard or renders maintenance of the machine impractical.

20) **PRODUCT SUBSTITUTION:** Vendors may submit product substitutions as defined in Section C, Subsection 17 of this IFB.

21) **RELOCATION:** In the event Agency desires to relocate the equipment within its offices or elsewhere in North Carolina State Government, the Vendor will submit a price quotation not to exceed Vendor's cost for the move or will prepare equipment to be moved by other mutually acceptable means.

22) **INSURANCE:** The State is covered under a program of self-insurance.

23) **NOTICES:** All notices and other communications made or required to be given under this contract shall be made in writing and mailed to the Vendor's designated representative and the NCDIT Contract Administrator.

24) **BUY-OUT:** Vendor shall provide the Agency, within six (6) months before the end of the lease term, costs for all Microcomputer devices owned by the Vendor. If the Agency decides not to renew the lease, the Agency and Vendor will mutually agree to a schedule within four (4) weeks prior to the end of the lease for the removal of any of the Vendor's provided Microcomputer devices unless a buyout agreement is executed. Vendor will be responsible for the costs associated with the removal of all Vendor-provided Microcomputer devices.

Attachment A: Question Submission Template

Vendor shall submit any questions it may have regarding this IFB or the IFB process via e-mail to debbie.patterson@nc.gov with a subject line of "Questions - IFB ITS-400203". Written questions concerning this IFB will be received until the date and time listed in Table 2 of this IFB. Vendor should fill in its company name in cell C5, and indicate applicable IFB Section in column B and Subsection in column C for each question entered in column D. Vendor may add additional rows to the table below if needed.

| | |
|--------------|--|
| Vendor Name: | |
|--------------|--|

| Question # | IFB Section | IFB Subsection | Vendor Question |
|------------|-------------|----------------|-----------------|
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Attachment B: Offeror Response Template

Vendor shall review the General Specifications and Technical Specifications in the tables below and in the space provided below each General Specification or Technical Specification **describe their proposed approach or ability to meet or exceed each General Specification or Technical Specification.** Vendor's responses shall be complete and comprehensive with a corresponding emphasis on being concise and clear. Vendor may include additional materials in a separate appendix in their offer and reference these additional materials in the applicable response to the General Specifications or Technical Specifications. Vendor shall not add or delete rows in this Attachment, or change the order of the rows in the tables.

| General Specification | |
|---|---|
| GS1 | Per Section C, Subsection 2, Vendor shall detail the manner in which it intends to utilize resources or workers. This includes whether any of the work under this contract will be performed outside the United States. |
| Click here to enter text. | |
| GS2 | Per Section C, Subsection 5, Vendor shall certify that is not an ineligible vendor as set forth in N.C.G.S. § 143-59.1 (a). |
| Click here to enter text. | |
| GS3 | Per Section C, Subsection 7, Vendor shall indicate if it is the Original Equipment Manufacturer of the equipment proposed in its offer, or an Original Equipment Manufacturer Authorized Reseller, or a Registered Computer Equipment Refurbisher. |
| Click here to enter text. | |
| GS4 | Per Section C, Subsection 10a, Vendor shall provide its response regarding convictions as appropriate. |
| Click here to enter text. | |
| GS5 | Per Section C, Subsection 10b, Vendor shall provide its response regarding civil litigation, arbitration, proceeding, or judgments as appropriate. |
| Click here to enter text. | |
| GS6 | Per Section C, Subsection 27, Vendor shall provide evidence that it has a minimum sales volume of \$100,000,000 of Microcomputer devices that are within the scope of this IFB to customers in the United States within each of the last two (2) years. Vendor should provide below its yearly sales data for Desktops, Portables, 2-in1s, and/or Tablet units for the last two (2) Full Calendar Sales Years (e.g., 2015, 2016). |
| Click here to enter text. | |
| GS7 | Per Section E, Subsection 1, Vendor should indicate if it or any third parties, subcontractors, or partners it intends to use to deliver goods and services to Agencies are a Historically Underutilized Business as defined by the State. If so, Vendor should specific the classification of Historically Underutilized Business that it or its third parties, subcontractors, or partners fall under. |
| Click here to enter text. | |
| GS8 | Vendor shall certify that it is able to provide all proposed Microcomputers, Peripherals, and Related Services across all counties within the State of North Carolina. |
| Click here to enter text. | |
| GS9 | Vendor should describe how it will manage the State of North Carolina account during the contract, including providing the names, titles, and relevant experience of any key account management team members. |
| Click here to enter text. | |
| GS10 | Vendor should confirm that it understands that there is no minimum order amount for this contract. |
| Click here to enter text. | |

| Technical Specification | |
|--------------------------------|--|
| TS1 | It is the State's expectation that devices offered in the Desktop, Portable, and 2-in-1 Categories are considered Business Class machines and are built using industry standard components. Vendor should describe how products offered under this contract will meet this expectation. |
| Click here to enter text. | |
| TS2 | It is the State's expectation that devices offered under this contract meet or exceed current EPA Energy Star requirements for energy efficiency (http://www.energystar.gov/). Vendor should describe how products offered under this contract will meet this expectation. |
| Click here to enter text. | |
| TS3 | It is the State's expectation that devices offered under this contract meet or exceed EPEAT Silver requirements (http://ww2.epeat.net/searchoptions.aspx). Vendor should describe how products offered under this contract will meet this expectation. |
| Click here to enter text. | |
| TS4 | Vendor should explain how it will provide, apply, and keep current software security patches and firmware upgrades for all Vendor supported Microcomputer devices at no additional cost to the Agency. Installation of security patches and firmware upgrades shall be in accordance with the NCDIT Change and Release Management processes (see http://it.nc.gov/it-services) and in compliance with North Carolina Statewide Information Security Manual (see http://it.nc.gov/document/statewide-information-security-manual). |
| Click here to enter text. | |
| TS5 | Vendor should explain how devices offered under this contract will support Agencies' compliance with the Statewide Data Classification and Handling Policy (located at https://it.nc.gov/document/statewide-data-classification-and-handling-policy). |
| Click here to enter text. | |
| TS6 | Per Section C, Subsection 15, Vendor shall describe their approach and capabilities to meet or exceed each of the listed Service Level Agreements. This includes how Vendor will track and report the listed Service Level Agreements versus the minimum thresholds in Table 3 in Section C, Subsection 16. |
| Click here to enter text. | |
| TS7 | Per Section C, Subsection 20, Vendor should describe their restocking policy <u>after</u> thirty (30) calendar days from receipt of Microcomputer or peripheral, <u>including any restocking fees</u> . |
| Click here to enter text. | |
| TS8 | Per Section C, Subsection 33, Vendor should describe their standard warranty for each Microcomputer Device Segment and Sub-Segment included in their offer. |
| Click here to enter text. | |
| TS9 | Per Section C, Subsection 35, Vendor shall review and understand the North Carolina Statewide Technical Architecture that is located at https://it.nc.gov/services/it-architecture/statewide-architecture-framework and certify that their proposed Microcomputer devices are compatible with the North Carolina Statewide Technical Architecture. |
| Click here to enter text. | |
| TS10 | Per Section F, Subsection 6, Vendor may indicate if the <u>products</u> offered in response to this IFB contain recycled content. If yes, Vendor may indicate the recycled material and the overall percentage of recycled content in the products. |
| Click here to enter text. | |
| TS11 | Per Section F, Subsection 6, Vendor may indicate if the <u>packaging</u> of products offered in response to this IFB contain recycled content. If yes, Vendor may indicate the percentage of recycled content in the packaging and if the packaging can be recycled. |
| Click here to enter text. | |
| TS12 | Per Section F, Subsection 6, Vendor may indicate how the products offered in response to this IFB can be recycled at the end of their use. |

| Technical Specification | |
|--------------------------------|--|
| Click here to enter text. | |
| TS13 | Per Section G, Subsection 8, Vendor should describe how it will deliver Support Services to Agencies across all counties within the State of North Carolina. Vendor shall confirm that any third party entity providing support service and repair are authorized to service and repair all Microcomputer devices proposed in the Vendor's offer during and after the warranty period. |
| Click here to enter text. | |
| TS14 | It is the State's expectation that Vendor will maintain an active network of support facilities to service all areas of the State of North Carolina. These locations may be branch or satellite offices of the Vendor, manufacturer service and support facilities, or facilities of a third party that the Vendor may designate to provide warranty service as required in this IFB. Vendor should describe how products offered under this contract will meet this expectation, including providing a listing of the support facilities and addresses in its response. The State reserves the right to satisfy itself by inquiry or otherwise of Vendor support facilities capabilities in this regard |
| Click here to enter text. | |
| TS15 | Vendor should, at minimum, offer One Year, Next Business Day, Onsite With Defective Media Retention warranty service, which is the State's current standard warranty specification for Desktops and Portables procured via the Bulk IT Purchase Initiative. Vendor should offer upgraded / extended warranty options for all Desktop, Portable, 2-in-1, or Tablet units purchased under this contract. Additional warranty options that may be offered include, but are not limited to, Return to Depot, Advanced Exchange, On-site Service, quicker resolution of hardware problems, and extension of Original Equipment Manufacturer's warranty. Vendor should describe its standard and upgraded/extended warranty offerings for Desktop, Portable, 2-in-1, or Tablet units offered under this contract. |
| Click here to enter text. | |
| TS16 | It is the State's expectation that warranty/service calls placed by the State to the Vendor are recorded through a web interface or via phone using an automated tracking system. The tracking system should allow the State user to query the system at any time to obtain the detailed reports on the status of warranty/service calls. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS17 | It is the State's expectation that the Vendor will offer advanced level technical support whereby the service calls can bypass the general technical support and be escalated to an advanced level technical support team. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS18 | It is the State's expectation that Vendor will provide 24x7 warranty information, service history, and original system configuration via web site look up by unit serial number or other unique identifier. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS19 | It is the State's expectation that Vendor will develop (subject to approval by the Statewide IT Procurement Office) and maintain an Internet web site designated solely for the State of North Carolina. Only items included in this contract and approved by the Statewide IT Procurement Office may be accessed from this site. Vendor will maintain current and accurate contract pricing for the products on the web site. Any Vendor that lists items or Internet links to products not authorized by the contract or that does not maintain current and accurate prices may be temporarily or permanently removed from contract. Vendor should describe its ability to establish a website to support Agencies in finding and procuring Computer Equipment devices, related peripherals, and optional Value Added Services that it is awarded under this contract. |
| Click here to enter text. | |
| TS20 | It is the State's expectation that Vendor will provide an online ordering site for user-replaceable warranty items. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |

| Technical Specification | |
|---|---|
| TS21 | It is the State's expectation that Vendor will provide online order tracking system that can be accessed 24x7 by a State user. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS22 | It is the State's expectation that Agencies may place orders via regular mail, fax, email, electronic procurement, or procurement card, and no additional fees shall apply for orders purchased with a procurement card. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS23 | It is the State's expectation that Vendor will, upon request, provide end users with catalogs (if an online catalog is not available), descriptive literature, and/or web sites and current prices within two (2) business days of the request at no charge. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS24 | It is the State's expectation that all equipment will be delivered complete as ordered. Delivered complete as ordered" refers to such items as extra RAM and additional cards and drives being installed in the system at time of delivery, or upon delivery at no additional charge to the State (unless otherwise requested by the State). Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS25 | <p>It is the State's expectation that Vendor will consolidate invoices to match the Agency purchase order issued to the Vendor and that Vendor will invoice by model, not by individual component and itemized component price. If an Agency orders peripheral options such as monitors, mice, port replicators, etc. as individual line items on a purchase order, Vendor may invoice those items separately. Vendor should describe how it will meet this expectation.</p> <p>Vendor should note that it is the State's intent to reduce the number of invoices received for a single purchase order and thus reduce Vendor invoicing errors that may result in a delayed payment to the Vendor. Vendor's failure to issue correct invoices to the State may result in their temporary or permanent removal from this contract.</p> |
| Click here to enter text. | |
| TS26 | It is the State's expectation that Vendor will provide the purchasing Agency with serial numbers for all systems and monitors included in each shipment. Serial numbers would be provided in an industry standard electronic format which can be incorporated into existing Agency equipment databases. The State will provide industry standard database formats to be used by the Vendor. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS27 | It is the State's expectation that Vendor will offer Basic Imaging for Desktop Units, Portable Units, and 2-in-1 Units procured under this contract. An Agency may elect to provide the Vendor with a pre-certified software image to be tested and loaded on ordered Desktop Units, Portable Units, or 2-in1 Units. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS28 | It is the State's expectation that Vendor will offer Asset Tagging for each Desktop Unit, Portable Unit, 2-in-1 Unit, Tablet Unit, and Monitor procured under this contract. An Agency may elect to provide the Vendor with appropriate Identification or Asset Tags to affix to procured units. Vendor shall provide Agency with Identification or Asset Tag numbers, unit serial numbers, and associated equipment identification information in an industry standard electronic format which can be incorporated into existing Agency equipment databases. The Agency will provide database formats to be used by the Vendor. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |

| Technical Specification | |
|--------------------------------|---|
| TS29 | It is the State's expectation that Vendor will offer on-site Basic Installation of Desktop Units, Portable Units, and 2-in-1 Units at customer locations. Installation may include displacing existing equipment to make room for new equipment, removing new items from boxes, discarding packaging materials, physically connecting components and network interfaces, booting and ensuring the device is functioning correctly and can connect to the local network. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS30 | It is the State's expectation that Vendor will provide the State upon request with quarterly product roadmaps and evaluation units (per Vendor's standard guidelines) to assist the State with the planning of future technology configurations and standards. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |
| TS31 | Vendor should indicate which operating systems their Microcomputer devices can support by Segment and Sub-Segment included in its offer. |
| Click here to enter text. | |
| TS32 | Vendor should confirm that it can offer devices that meet or exceed the hardware configurations listed in Attachment D for all Segments included in its offer. The configurations listed in Attachment D are representations of the current minimum technology specifications of the State at the time this IFB is being written. |
| | Basic Desktop Select Yes or No. |
| | Mid-Range Desktop Select Yes or No. |
| | Fixed Workstation Select Yes or No. |
| | Basic Laptop Select Yes or No. |
| | High End Laptop Select Yes or No. |
| | Mobile Workstation Select Yes or No. |
| | Chromebook Select Yes or No. |
| | 2-in-1 Select Yes or No. |
| | High End Tablet Select Yes or No. |
| | Monitors Select Yes or No. |
| TS33 | Vendor should specify residual value calculation methodology and buy-out options for the final year of the lease. |
| Click here to enter text. | |
| TS34 | In compliance with the Statewide Data Classification and Handling Policy (located at https://it.nc.gov/document/statewide-data-classification-and-handling-policy) and applicable Federal policies (e.g., IRS 1075), it is the State's expectation that Vendor will clear all internal storage to effectively deny access to previously stored information in the equipment prior to the installation, reuse, or removal / de-installation of any Vendor <u>leased</u> Microcomputer device from an Agency's premise. This expectation applies to any part, piece, or component of a particular piece of Microcomputer device that may be installed or removed for repair, replacement, or servicing and that contains internal memory, buffer, or other reusable memory. Vendor should describe how it will meet this expectation. |
| Click here to enter text. | |

Attachment C: Customer Reference Template

Per Section C, Subsection 8, Vendor shall use this template to submit three (3) Customer References with their offer. At least one of the three Customer References shall be from a public sector organization.

| | | | |
|----------------------|---------------------------|---------------------------------|---------------------------|
| Name of Organization | Click here to enter text. | Contact Person Name | Click here to enter text. |
| Contract Start Date | Click here to enter text. | Contact Person Title | Click here to enter text. |
| Contract End Date | Click here to enter text. | Contact Person Telephone Number | Click here to enter text. |
| | | Contact Person Email Address | Click here to enter text. |

Describe the quantity and type of Microcomputer devices provided to the customer, including any related Services (e.g., configuration, asset tagging, installation, and training). Include details of how your company delivered (did not have to have installed) in the last two years a large number (i.e., 3,000 or more) of Microcomputer devices that are in the scope of this IFB within a short period of time (i.e., 30 calendar days or less).

Click here to enter text.

Describe the major Value Added Services provided to this customer.

Click here to enter text.

Attachment D: Technical Specifications

For informational purposes only, the State is providing in the tables below the current minimum specifications for the IT Volume Purchasing Program.

| Basic Desktop | |
|--------------------------------|---|
| Description | Estimated 4 Year Lifecycle, Entry-Level Word Processing, Spreadsheets, Mail viewing, PDF viewing, Presentation Viewing, etc. Single Monitor Capable |
| Operating System | Microsoft Windows 10 Professional class 64-Bit desktop with Microsoft Windows 7 Pro 64-Bit loaded on system. OS with latest service pack(s). |
| Processor Type | Intel G4400 (3.30GHz, 3MB), OR AMD A8-8650B (3.2GHz); Both Intel & AMD must support Virtualization |
| Trusted Platform Module | Yes |
| Memory | 8GB, with free slots, expandable to at least 16GB |
| Video Card | Integrated Graphics |
| Hard Drive | 500GB SATA 3.0GB/s, 7200RPM Upgrade Option - 128GB SSD |
| PCIe Slots | Two (2) Free Slots |
| USB Ports | Six (6) Total: Two (2) in Front, Four (4) in Back USB v2.0 and USB v3.0 (**Minimum of two (2) of these ports must be USB v3.0) |
| Integrated NIC | Integrated Gigabit Ethernet (10/100/1000) Card, Wake on LAN |
| Keyboard | Enhanced USB Keyboard from OEM |
| Mouse | USB, 2-button, Optical mouse with scroll from OEM |
| Audio | Internal 16-Bit Stereo |
| Hardware Warranty | 1 Year, Next Business Day, On-Site (minimum) with options to upgrade to years 2-5 NBD, On-Site |
| Keep Hard Drive | Yes, 1 Year (minimum) with options to upgrade to years 2-5 Keep Hard Drive |
| Energy Consumption | Unit must meet current EPA Energy Star requirements |
| Environmental | Unit must meet or exceed EPEAT Silver requirements |

| Mid-Range Desktop | |
|--------------------------------|---|
| Description | Estimated 6 Year Lifecycle, General to Advanced Word Processing, Large Spreadsheets, Mail Viewing, PDF creation, Presentation Creation, etc. Dual Monitor Capable |
| Operating System | Microsoft Windows 10 Professional class 64-Bit desktop with Microsoft Windows 7 Pro 64-Bit loaded on system. OS with latest service pack(s). |
| Processor Type | Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) Must support Virtualization |
| Trusted Platform Module | Yes |
| Memory | 8GB, with free slots, expandable to at least 16GB |
| Video Card | Integrated Graphics |
| Hard Drive | 500GB SATA 3.0GB/s, 7200RPM Upgrade Option - 256GB SSD |
| PCIe Slots | Two (2) Free Slots |
| USB Ports | Six (6) Total: Two (2) in Front, Four (4) in Back USB v2.0 and USB v3.0 (**Minimum of two (2) of these ports must be USB v3.0) |
| Integrated NIC | Integrated Gigabit Ethernet (10/100/1000) Card, Wake on LAN |
| Keyboard | Enhanced USB Keyboard from OEM |
| Mouse | USB, 2-button, Optical mouse with scroll from OEM |
| Audio | Internal 16-Bit Stereo |
| Expansion Bays | One (1) available |
| Hardware Warranty | 1 Year, Next Business Day, On-Site (minimum) with options to upgrade to years 2-5 NBD, On-Site |
| Keep Hard Drive | Yes, 1 Year (minimum) with options to upgrade to years 2-5 Keep Hard Drive |

| | |
|---------------------------|---|
| Energy Consumption | Unit must meet current EPA Energy Star requirements |
| Environmental | Unit must meet or exceed EPEAT Silver requirements |

| Fixed Workstation | |
|--------------------------------|--|
| Description | Entry-Level GIS, CAD Design, 3D Modeling, Video Editing, Multiple Virtual Machines, Software Development, Engineering Tasks, Advanced System Management, etc. Dual Monitor Capable |
| Operating System | Microsoft Windows 10 Professional class 64-Bit Workstation with Microsoft Windows 7 Pro 64-Bit loaded on system. OS with latest service pack(s). |
| Processor Type | Intel Core i7-6700 Processor (Quad Core, 3.40GHz, 8MB); Must support Virtualization |
| Trusted Platform Module | Yes |
| Memory | 16GB, expandable to at least 64GB |
| Video Card | Installed 2GB (non-shared memory), discreet, DVI-D and/or DisplayPort Dual Link Monitor capable, support for DirectX 11, color depth 24 bit or higher |
| Hard Drive | 1TB SATA 3.0GB/s, 7200RPM with RAID support |
| PCIe Slots | Two (2) Free Slots |
| USB Ports | Six (6) Total: Two (2) in Front, Four (4) in Back USB v2.0 and USB v3.0 (**Minimum of two (2) of these ports must be USB v3.0) |
| Integrated NIC | Integrated Gigabit Ethernet (10/100/1000) Card, Wake on LAN |
| Keyboard | Enhanced USB Keyboard from OEM |
| Mouse | USB, 2-button, Optical mouse with scroll from OEM |
| Audio | Internal 16-Bit Stereo |
| Expansion Bays | One (1) available |
| Hardware Warranty | 3 Year, Next Business Day, On-Site |
| Keep Hard Drive | Yes, 3 Years |
| Certification | ISV Certified |
| Energy Consumption | Unit must meet current EPA Energy Star requirements |
| Environmental | Unit must meet or exceed EPEAT Silver requirements |

| Basic Laptop | |
|----------------------------------|---|
| Description | Estimated 4 Year Lifecycle, Entry-Level Word Processing, Spreadsheets, Mail viewing, PDF viewing, Presentation Viewing, etc. Single Monitor Capable |
| Operating System | Microsoft Windows 10 Professional class 64-Bit laptop with Microsoft Windows 7 Pro 64-Bit loaded on system. OS with latest service pack(s). |
| Processor Type | Intel Core i5-6300U (Dual Core, 2.4GHz, 3M cache); Must support Virtualization |
| Trusted Platform Module | Yes |
| Memory | 8GB, 1600MHz, expandable to at least 16GB |
| Video | Intel Integrated Graphics |
| Video Display | 14.0 Inch, HD (1366 x 768) |
| Hard Drive | 500GB, 7200 RPM Upgrade Options - 128GB SSD, 256 GB SSD, 512GB SSD |
| USB Ports | Three (3) USB (**Minimum of one (1) of these ports must be USB v3.0) |
| HDMI or DisplayPort | One (1) HDMI v1.4 OR One (1) DisplayPort/Mini-DisplayPort |
| Integrated NIC | Integrated Gigabit Ethernet (10,100,1000), Wake on LAN |
| Bluetooth | Yes |
| Internal Wireless Adapter | Supports 802.11ac/802.11 a/b/g/n, WPA2/PSK/Enterprise, EAP/PEAP/MS-CHAP-V2 |
| Webcam | 720p HD |
| Power | A/C adapter w/ 3' power cord |
| Battery | Battery Life average - 4 hours with express/quick charge capability |
| Hardware Warranty | 1 Year, Next Business Day, On-Site (minimum) with options to upgrade to years 2-5 NBD, On-Site |

| | |
|---------------------------|--|
| Keep Hard Drive | Yes, 1 Year (minimum) with options to upgrade to years 2-5 Keep Hard Drive |
| Energy Consumption | Unit must meet current EPA Energy Star requirements |
| Environmental | Unit must meet or exceed EPEAT Silver requirements |

High End Laptop

| | |
|----------------------------------|---|
| Description | Estimated 6 Year Lifecycle, General to Advanced Word Processing, Large Spreadsheets, Mail Viewing, PDF creation, Presentation Creation, etc. Dual Monitor Capable |
| Operating System | Microsoft Windows 10 Professional class 64-Bit laptop with Microsoft Windows 7 Pro 64-Bit loaded on system. OS with latest service pack(s). |
| Processor Type | Intel Core i7-6600U (Dual Core, 2.6GHz, 4MB cache); Must support Virtualization |
| Trusted Platform Module | Yes |
| Memory | 16GB, 1600MHz |
| Video | Intel® HD Graphics |
| Video Display | 15.4 – 15.6 Inch, HD (1366x768) |
| Hard Drive | 500GB, 7200 RPM Upgrade Options - 256 GB SSD, 512GB SSD |
| USB Ports | 3 USB (**Minimum of one (1) of these ports must be USB v3.0) |
| HDMI or DisplayPort | One (1) HDMI v1.4 OR One (1) DisplayPort/Mini-DisplayPort |
| Integrated NIC | Integrated Gigabit Ethernet (10,100,1000), Wake on LAN |
| Bluetooth | Yes |
| Internal Wireless Adapter | Supports 802.11ac/802.11 a/b/g/n, WPA2/PSK/Enterprise, EAP/PEAP/MS-CHAP-V2 |
| Webcam | 720p HD |
| Power | A/C adapter w/ 3' power cord |
| Battery | Battery Life average - 6 hours with express/quick charge capability |
| Hardware Warranty | 1 Year, Next Business Day, On-Site (minimum) with options to upgrade to years 2-5 NBD, On-Site |
| Keep Hard Drive | Yes, 1 Year (minimum) with options to upgrade to years 2-5 Keep Hard Drive |
| Energy Consumption | Unit must meet current EPA Energy Star requirements |
| Environmental | Unit must meet or exceed EPEAT Silver requirements |

Mobile Workstation

| | |
|--------------------------------|--|
| Description | Mobile Workstation intended for users that have high technology requirements such as video/animation production, application development, etc. |
| Operating System | Microsoft Windows 10 Professional class 64-Bit laptop with Microsoft Windows 7 Pro 64-Bit loaded on system. OS with latest service pack(s). |
| Processor Type | Intel i7-6820HQ (Quad Core 2.70GHz, 3.60GHz Turbo, 8MB 45W); Must support Virtualization |
| Trusted Platform Module | Yes |
| Memory | 16GB, 1600MHz |
| Video | Intel HD Integrated Graphics |
| Video Display | 15 Inch, HD (1366x768) |
| Hard Drive | 500GB, 7200 RPM with support of a second hard drive (2nd Hard Drive may be integrated or as a USB option) Upgrade Option - 256GB SSD with support of a second hard drive (2nd Hard Drive may be integrated or as a USB option) |
| Bluetooth | Yes |
| Fingerprint | Fingerprint Reader (Integrated) |
| USB Ports | Three (3) USB (**Minimum of one (1) of these ports must be USB v3.0) |

| | |
|----------------------------------|--|
| HDMI or DisplayPort | One (1) HDMI v1.4 OR One (1) DisplayPort/Mini-DisplayPort |
| Integrated NIC | Integrated Gigabit Ethernet (10,100,1000), Wake on LAN |
| Internal Wireless Adapter | Supports 802.11ac/802.11 a/b/g/n, WPA2/PSK/Enterprise, EAP/PEAP/MS-CHAP-V2 |
| Webcam | 720p HD |
| Power | A/C adapter w/ 3' power cord |
| Battery | Battery Life average - 6 hours with express/quick charge capability |
| Hardware Warranty | 3 Year, Next Business Day, On-Site |
| Keep Hard Drive | Yes, 3 Year |
| Energy Consumption | Unit must meet current EPA Energy Star requirements |
| Environmental | Unit must meet or exceed EPEAT Silver requirements |

| Chromebook | |
|-------------------------------------|--|
| Description | Purpose built computing device with a screen and processor that can run the most recent officially licensed version of ChromeOS. |
| Operating System | ChromeOS with latest service pack(s) |
| Processor Type | 2 GHz Dual Core |
| Memory | 4GB |
| Video | Intel HD Integrated Graphics |
| Video Display | 10 Inch, 1366x768 |
| Hard Drive | 16GB Solid State Drive |
| USB Ports | One (1) USB v3.0 or better |
| Headphone / Microphone Jacks | Yes, may be same |
| Integrated Speakers | One (1) 1.0 watt speaker |
| Memory Card Slots | At least one (1) type of removable media slot |
| Video Output Ports | At least one (1) video output port |
| Internal Wireless Adapter | Supports 802.11 a/b/g/n/ac (Dual 2.4GHz and 5GHz bands) |
| Keyboard | One (1) keyboard |
| Power | A/C adapter w/ 5' power cord |
| Battery | Battery Life average - 8 hours of use between charges |
| Hardware Warranty | 1 Year, parts and labor minimum, including battery |
| Energy Consumption | Unit must meet current EPA Energy Star requirements |
| Environmental | Unit must meet or exceed EPEAT Silver requirements |

| 2-in-1 | |
|--------------------------------|--|
| Description | Device that can function in a traditional 'clam-shell' laptop configuration or as a light weight, touch screen tablet through a conversion using an integrated or detachable keyboard and mouse/trackpad |
| Operating System | Microsoft Windows 10 Professional class 64-Bit tablet. OS with latest service pack(s). |
| Processor Type | Intel Core m5-6Y57 Processor (4M Cache, up to 2.70 GHz) |
| Trusted Platform Module | Yes |
| Memory | 8GB |
| Resolution | 1366x768 (minimum) |
| Video Display | 11.3 Inch or larger Corning® Gorilla® Glass or equivalent |
| Hard Drive | 512GB SSD |
| USB Ports | One (1) (must be a non-charging USB port) |
| HDMI or DisplayPort | One (1) HDMI/HDMI-mini v1.4 OR One (1) DisplayPort |
| Bluetooth | Yes |
| Front Camera | 1.0 Megapixels, 30 fps@720p, supporting Skype and Windows 10 |
| Rear Camera | 2.0 Megapixels, 30 fps@720p, supporting Skype and Windows 10 |

| | |
|----------------------------------|--|
| Internal Wireless Adapter | Supports 802.11ac/802.11 a/b/g/n, WPA2/PSK/Enterprise, EAP/PEAP/MS-CHAP-V2 |
| WWAN | Must support AT&T and Verizon Wireless networks (4G LTE, HSPA, GPS) |
| Keyboard | Includes integrated keyboard or detachable power/professional keyboard from OEM (not a lightweight travel/portable keyboard) |
| Power | A/C adapter w/ 3' power cord |
| Battery | Battery Life average - 8 hours |
| Hardware Warranty | 1 Year, Return to Depot (minimum) with options to upgrade to years 2-5 Return to Depot |

| High End Tablet | |
|----------------------------------|--|
| Description | Extremely portable solid state computing devices primarily characterized by a single touch screen input mechanism; may or may not include an attachable keyboard |
| Operating System | Microsoft Windows 10 Professional class 64-bit tablet. OS with latest service pack(s). |
| Processor Type | Intel Core m5-6Y57 Processor (4M Cache, up to 2.80 GHz) with vPro |
| Memory | 4GB |
| Resolution | 1366 x 768 |
| Video Display | 10.8 Inch or larger |
| Hard Drive | 128GB SSD |
| USB Ports | One (1) must be a non-charging USB port |
| HDMI or DisplayPort | One (1) HDMI/HDMI-mini v1.4 OR One (1) DisplayPort |
| Bluetooth | Yes |
| Front Camera | 720p, supporting Skype and Windows 10 |
| Rear Camera | 720p, supporting Skype and Windows 10 |
| Internal Wireless Adapter | Supports 802.11ac/802.11 a/b/g/n, WPA2/PSK/Enterprise, EAP/PEAP/MS-CHAP-V2 |
| WWAN | Must support AT&T and Verizon Wireless networks (4G LTE, HSPA, GPS) (Specify if no WWAN, AT&T or Verizon required) |
| Power | A/C adapter w/ 3' power cord |
| Battery | Battery Life average - 10 hours |
| Hardware Warranty | 1 Year, Return to Depot with options to upgrade to years 2-3 Return to Depot |
| Service and Support | Enhanced 24X7 |

| Monitors | |
|---|---|
| Flat Panel Monitor, 20 inch (or larger). | Aspect Ratio: 16:9 (or higher) Max/Native Resolution: 1400 x 900 @ 60Hz Response Time: ≤8 ms Image Contrast Ratio: ≥700:1 Brightness: 250, LED Backlight Pixel Pitch: ≤.29mm; Angle: 90 H, 60V; Colors: 16.7 mill color Input Signal: (1-DVI-D or 1-DisplayPort), 1-VGA, (DVI and VGA cables) or (DisplayPort and VGA cables) Tilt Base: (-3 to +20), Swivel: (-180 to +180), Height Adjustable Rotation for portrait/landscape viewing (90 to portrait) Mount: VESA comp |
| Flat Panel Monitor, 24 inch | Aspect Ratio: 16:9 Max/Native Resolution: 1920 x 1080 @ 60Hz Response Time: ≤8 ms Image Contrast Ratio: 1000:1 Brightness - 250, LED Backlight Pixel Pitch: ≤.29mm; Angle: 178 deg. H/V; Colors: 16.7 mill color Input Signal: (1-DVI-D or 1-DisplayPort), 1-VGA (DVI and VGA cables) or (DisplayPort and VGA cables) Tilt Base: (+15 to +70), Swivel: (-45 to +45), Height Adjustable Rotation for portrait/landscape viewing (90 to portrait) Mount: VESA comp. |

| | |
|------------------------------------|--|
| Flat Panel Monitor, 27 inch | TFT, Active Matrix Aspect Ratio - 16:9 Max/Native Resolution: 1920 x1080 Full HD Response Time: \leq 12 ms Image Contrast Ratio: \geq 1000:1 (static), 2,000,000.1 (dynamic) Pixel Pitch: \leq .32mm; Angle: - 178 deg. H/V; Colors: 16.7 mill color Brightness: 300, LED Backlight 3 USB Ports Input Signal: (1-DVI-D or 1-DisplayPort or 1-HDMI), 1-VGA (DVI and VGA cables) or (DisplayPort and VGA cables) or (HDMI and VGA cables) Tilt Base: (-5 to +20), Swivel: (-45 to +45), Height Adjustable Rotation for portrait/landscape viewing (90 to portrait) Mount: VESA comp. |
|------------------------------------|--|

Attachment E: Price Proposal

Vendor shall request from the Procurement Officer listed on page 1 of this IFB an Excel version of Attachment E to enable Vendor to provide all Pricing related requested information.

Attachment E: Price Proposal

Vendor shall use this workbook and follow the directions below **(being sure to scroll down to see all 7 steps)** to submit its Price Proposal for evaluation by the State.

| Applicable Worksheet | Step | Directions |
|-----------------------------|------|--|
| Instructions | 1 | Fill in your company's name here ==>>> |
| Pricing Sheet | 2 | In Table E.1 on the worksheet labeled Pricing Sheet, Vendor shall fill in the gray-shaded cells in column C with its proposed Minimum Percentage Discount Off MSRP <u>for new / original equipment</u> for each Personal Computer Device Sub-Segment in column B that it intends to include in its offer. Percentage calculations should be to the nearest whole number. If the discount percentage submitted includes a number after the decimal, it will be rounded to the nearest whole number. If Vendor intends to provide leasing to Agencies, Vendor shall enter Lease Factors in columns D through F in Table E.1 for 24-month, 36-month, and 48-month lease durations <u>assuming a Fair Market Value lease</u> and in columns G through I in Table E.1 for 24-month, 36-month, and 48-month lease durations <u>assuming a \$1 Buy Out lease</u> . Vendor does not have to enter Lease Factors for all of these lease durations. |
| Pricing Sheet | 3 | In Table E.2 on the worksheet labeled Pricing Sheet, Vendor shall fill in the gray-shaded cells in column C with its proposed Minimum Percentage Discount Off MSRP <u>for refurbished equipment</u> for each Personal Computer Device Sub-Segment in column B that it intends to include in its offer. Percentage calculations should be to the nearest whole number. If the discount percentage submitted includes a number after the decimal, it will be rounded to the nearest whole number. Leasing is not an option for refurbished equipment. |
| Value Added Services | 4 | In Table E.3 on the worksheet labeled Value Added Services, Vendor shall propose not to exceed pricing in column D for the listed mandatory Value Added Services. Vendor shall provide a description of the service that would be provided in column E in Table E.3. If an Agency chooses to purchase these Value Added Services, Vendor will be held to any not to exceed rates stated in Table E.3. Vendor may offer Agencies Value Added Service rates that are lower than the accepted not to exceed rates. |
| Value Added Services | 5 | In Table E.4 on the worksheet labeled Value Added Services, Vendor may propose optional Value Added Services (e.g., PC etching, PC managed logistics / staggered delivery, bulk packaging, PC move / add / change services, PC data migration services, PC end user training, and PC end of life disposal / recycling services) and associated not to exceed rates. Vendor shall provide a description of the proposed Value Added Service in column B, the Unit of Measure in column C (e.g., per device, per hour, per user), the not to exceed Value Added Services Fee Rate in column D per indicated Unit of Measure, and any applicable comments in column E. Value Added Services listed in Table E.4 will <u>not</u> be evaluated during the IFB process. If an Agency chooses to purchase these Value Added Services, Vendor will be held to any not to exceed rates stated in Table E.4. Vendor may offer Agencies Value Added Service rates that are lower than the accepted not to exceed rates. |
| Optional Pricing Incentives | 6 | In Table E.5 on the worksheet labeled Optional Pricing Incentives, Vendor may provide additional Pricing Incentives for the State's consideration (e.g., higher discounts off MSRP or lower Fee Rates based on hitting defined overall contract volumes, volume based discounts for larger quantity orders). |
| All | 7 | Vendor shall save this Excel File upon completion using filename format "PC IFB Attachment E Price Proposal_VENDOR NAME" and follow instructions in Section F. Instructions to Vendors in the IFB on paper and electronic submission of Price Proposal. |

Attachment E: Price Proposal

| | |
|--------------|---|
| Vendor Name: | 0 |
|--------------|---|

Table E.1: Minimum Percentage Discounts and Lease Factors for New Equipment

| Personal Computer Device Segment | Sub-Segment | Minimum Percentage Discount Off MSRP | Fair Market Value Lease | | | \$1 Buy Out Lease | | |
|----------------------------------|-----------------------|--------------------------------------|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | | 24-Month Lease Factor | 36-Month Lease Factor | 48-Month Lease Factor | 24-Month Lease Factor | 36-Month Lease Factor | 48-Month Lease Factor |
| Desktop Units | Desktops | | | | | | | |
| | Fixed Workstations | | | | | | | |
| | All-In-Ones | | | | | | | |
| | Thin Clients | | | | | | | |
| Portable Units | Laptops | | | | | | | |
| | Notebooks | | | | | | | |
| | Chromebooks | | | | | | | |
| | Mobile Workstations | | | | | | | |
| | Ultra-Portables | | | | | | | |
| 2-in-1 Units | 2-in-1s | | | | | | | |
| Tablet Units | Tablets | | | | | | | |
| Peripherals | Monitors | | | | | | | |
| | Docking Stations | | | | | | | |
| | Input Devices | | | | | | | |
| | Memory | | | | | | | |
| | Hard Drives | | | | | | | |
| | Carrying Cases | | | | | | | |
| | Cables | | | | | | | |
| | All Other Peripherals | | | | | | | |
| Extended / Upgraded Warranties | Desktop Units | | | | | | | |
| | Portable Units | | | | | | | |
| | 2-in-1 Units | | | | | | | |
| | Tablets | | | | | | | |
| | Monitors | | | | | | | |
| Maintenance / Support Services | Desktop Units | | | | | | | |
| | Portable Units | | | | | | | |
| | 2-in-1 Units | | | | | | | |
| | Tablets | | | | | | | |
| | Monitors | | | | | | | |

Table E.2: Minimum Percentage Discounts for Refurbished Equipment

| Personal Computer Device Segment | Sub-Segment | Minimum Percentage Discount Off MSRP |
|----------------------------------|---------------------|--------------------------------------|
| Desktop Units | Desktops | |
| | Fixed Workstations | |
| | All-In-Ones | |
| | Thin Clients | |
| Portable Units | Laptops | |
| | Notebooks | |
| | Chromebooks | |
| | Mobile Workstations | |
| | Ultra-Portables | |
| 2-in-1 Units | 2-in-1s | |
| Tablet Units | Tablets | |
| Peripherals | Monitors | |
| | Docking Stations | |
| | Hard Drives | |
| Extended / Upgraded Warranties | Desktop Units | |
| | Portable Units | |
| | 2-in-1 Units | |
| | Tablets | |
| | Monitors | |
| Maintenance / Support Services | Desktop Units | |
| | Portable Units | |
| | 2-in-1 Units | |
| | Tablets | |
| | Monitors | |

Attachment F: Vendor Contact Form

Vendor shall provide with its offer the information requested below. Vendor shall notify the NCDIT Contract Administrator in a timely manner of any changes to the Vendor Contact Information via written notice or email. When Vendor submits its quarterly sales reports to the NCDIT Contract Administrator, Vendor shall verify that all Vendor Contact Information is current.

Ordering Information:

| | | | | | |
|------------------------|---------------------------|--------------|---------------------------|-------------------|---------------------------|
| Company Name | Click here to enter text. | | | Federal ID Number | Click here to enter text. |
| Street Address | Click here to enter text. | | | | |
| City | Click here to enter text. | State | Click here to enter text. | Zip Code | Click here to enter text. |
| Toll Free Phone Number | Click here to enter text. | Phone Number | Click here to enter text. | Fax Number | Click here to enter text. |

Local Primary Representative for Inside Sales for State and Local Governments:

| | | | | | |
|------------------------|---------------------------|--------------|---------------------------|------------|---------------------------|
| Contact Name | Click here to enter text. | | | | |
| Email Address | Click here to enter text. | | | | |
| Toll Free Phone Number | Click here to enter text. | Phone Number | Click here to enter text. | Fax Number | Click here to enter text. |

Local Primary Representative for Outside Sales for State and Local Governments:

| | | | | | |
|------------------------|---------------------------|--------------|---------------------------|------------|---------------------------|
| Contact Name | Click here to enter text. | | | | |
| Email Address | Click here to enter text. | | | | |
| Toll Free Phone Number | Click here to enter text. | Phone Number | Click here to enter text. | Fax Number | Click here to enter text. |

Local Representative for Academic Sales (K-12 Local Education Authorities):

| | | | | | |
|------------------------|---------------------------|--------------|---------------------------|------------|---------------------------|
| Contact Name | Click here to enter text. | | | | |
| Email Address | Click here to enter text. | | | | |
| Toll Free Phone Number | Click here to enter text. | Phone Number | Click here to enter text. | Fax Number | Click here to enter text. |

Local Representative for Academic Sales (Higher Education):

| | | | | | |
|------------------------|---------------------------|--------------|---------------------------|------------|---------------------------|
| Contact Name | Click here to enter text. | | | | |
| Email Address | Click here to enter text. | | | | |
| Toll Free Phone Number | Click here to enter text. | Phone Number | Click here to enter text. | Fax Number | Click here to enter text. |

Customer Service / Technical / Warranty Support:

| | | | | | |
|------------------------|---------------------------|--------------|---------------------------|------------|---------------------------|
| Website Address | Click here to enter text. | | | | |
| Email Address | Click here to enter text. | | | | |
| Toll Free Phone Number | Click here to enter text. | Phone Number | Click here to enter text. | Fax Number | Click here to enter text. |

Attachment G: Financial Review Form

Vendor shall review Attachment G, provide responses in the gray-shaded boxes, and submit completed Attachment G with its offer. Vendor shall not add or delete rows or columns in Attachment G, or change the order of the rows or column in the file.

Attachment G: Financial Review Form

Vendor shall review Attachment G, provide responses in the gray-shaded boxes, and submit completed Attachment G with its offer. Vendor shall not add or delete rows or columns in Attachment G, or change the order of the rows or column in the file.

| | | | |
|---|--|---|-----------------------------|
| Enter Vendor name in cell B3. | | | |
| Answer the following questions in space provided in column B. | | | |
| 1. Has your organization been in business for more than 3 years? | | | |
| 2. How is your organization structured for tax purposes (e.g., C Corporation, S Corporation, Limited Liability Company, Limited Liability Partnership, Limited Partnership, Nonprofit Corporation)? | | | |
| 3. Has your organization filed for bankruptcy in the past 3 years? | | | |
| 4. Are the financial figures provided in this Attachment based on audited financial statements? | | | |
| 5. Has your organization's auditor issued any notification letters addressing significant issues for the past 3 years? | | | |
| 6. If Yes was entered to Question 5, please provide explanation and include copy of notification letters with offer. | | | |
| Provide requested information below for the past 3 <u>complete</u> fiscal years in columns B, C, and D. | Latest Complete Fiscal Year minus 2 years | Latest Complete Fiscal Year minus 1 year | Latest Complete Fiscal Year |
| Start Date of Financial Statements | | | |
| End Date of Financial Statements | | | |
| Currency of Figures in Financial Statements | | | |
| Exchange Rate to U.S. Dollars (if applicable) | | | |
| Balance Sheet Data | | | |
| Cash and Temp. Investments | | | |
| Accounts Receivable (beginning of Year) | | | |
| Accounts Receivable (end of Year) | | | |
| Average Account Receivable for the Year (calculated) | - | - | - |
| Inventory (beginning of Year) | | | |
| Inventory (end of Year) | | | |
| Average Inventory for the Year (calculated) | - | - | - |
| Current Assets | | | |
| Current Liabilities | | | |
| Total Liabilities | | | |
| Total Stockholders' Equity (beginning of Year) | | | |
| Total Stockholders' Equity (end of Year) | | | |
| Average Stockholders' Equity during the Year (calculated) | - | - | - |
| Income Statement Data | | | |
| Net Sales | | | |
| Cost of Goods Sold (COGS) | | | |
| Gross Profit (Net Sales - COGS)(calculated) | - | - | - |
| Interest Expense for the Year | | | |
| Net Income after Tax | | | |
| Earnings for the Year before Interest and Income Tax Expense | | | |
| Statement of Cash Flows | | | |
| Cash Flow Provided by Operating Activities | | | |
| Capital Expenditures (property, plant, and equipment) | | | |
| Provide link to complete annual report that contains financial statements and management discussion for past 3 <u>complete</u> fiscal years in columns B, C, and D. | | | |
| Provide any additional comments in space provided in column B | | | |

Attachment H: Contract Reporting Template

Per Section C, Subsection 23 of ITS-400203 Microcomputers, Peripherals, and Related Services, Vendor shall provide the NCDIT Contract Administrator with four (4) specific reports in the table below on a quarterly basis to support contract administration activities. This Excel document contains the template for Vendors to use to submit these required quarterly reports within thirty (30) calendar days from the last day of the reporting quarter.

| Required Report Name | Worksheet Name for Report Template to Use | Comments |
|--|---|--|
| Purchase / Lease Activity Report | Purchase Lease Activity Report | |
| Warranty Report | Warranty Report | |
| Service Level Report | Service Level Report | See worksheet labeled SLA Definitions for details on calculation of SLAs |
| Historically Underutilized Business (HUB) Report | HUB Report | A Vendor that uses partners or sub-contractors that qualify as HUBs may report the estimated percentage of their Contract Sales attributed to the use of HUBs in this report. |

Vendor shall complete the gray-shaded cells in the provided worksheets and submit Excel file to the NCDIT Contract Administrator for statewide term contract 204A listed on the Department of Information Technology's website: <http://it.nc.gov/resources/it-strategic-sourcing/statewide-it-contracts>

If a Vendor fails to adhere to the reporting requirements of this contract, then the State, at its sole discretion, may remove the Vendor from the contract on a temporary or permanent basis.

204A Statewide Term Contract Purchase / Lease Activity Report

Vendor Name:
 Reporting Period:

| Purchasing Agency Name | Purchasing Agency Segment (select from drop down menu) | Purchase Order Number | Invoice Date | Manufacturer Name | Manufacturer Model Number | Manufacturer Part Number | Microcomputer Device Segment (select from drop down menu) | Item Description | Serial Number (if applicable) | Quantity Delivered | Unit of Measure | Unit MSRP | Unit Final Price of Item | Upgraded / Extended Warranty Sold Flag (Yes / No) | Description of Upgraded / Extended Warranty | Upgraded / Extended Warranty Part Number | Upgraded / Extended Warranty MSRP | Upgraded / Extended Warranty Final Price | Purchase or Lease Indicator | Start Date of Lease Term | Length of Lease Term | Monthly Lease Payment |
|------------------------|--|-----------------------|--------------|-------------------|---------------------------|--------------------------|---|------------------|-------------------------------|--------------------|-----------------|-----------|--------------------------|---|---|--|-----------------------------------|--|-----------------------------|--------------------------|----------------------|-----------------------|
| | | | | | | | | | | | | | | | | | | | | | | |
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204A Statewide Term Contract Warranty Report

Vendor Name:
 Reporting Period:

| Purchasing Agency Name | Manufacturer Name | Manufacturer Model Number | Manufacturer Part Number | Microcomputer Device Segment (select from drop down menu) | Item Description | Serial Number (if applicable) | Date of Purchase | Warranty Claim Date | Problem Description | Reason Description | Resolution |
|------------------------|-------------------|---------------------------|--------------------------|---|------------------|-------------------------------|------------------|---------------------|---------------------|--------------------|------------|
| | | | | | | | | | | | |
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204A Statewide Term Contract Service Level Report

Vendor Name:
 Reporting Period:

| Purchasing Agency Name | Service Level Agreement Name | Service Level Agreement Minimum Threshold | Service Level Agreement Actual Performance | Number of Instances Below Minimum Threshold during Reporting Period | Total Invoice Credits Provided to Purchasing Agency | Explanation for Below Minimum Threshold Performance | Vendor's Plan to Address Below Minimum Threshold Performance |
|------------------------|------------------------------|---|--|---|---|---|--|
| | | | | | | | |
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204A Statewide Term Contract Service Level Report

Vendor Name:
 Reporting Period:

| Purchasing Agency Name | Purchasing Agency Segment (select from drop down menu) | Total Contract Sales for Reporting Period | Percentage of Contract Sales for Reporting Period that are Attributed to HUBs | HUB Related Contract Sales |
|------------------------|--|---|---|----------------------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |