



Cumberland County Schools

INVITATION FOR BIDS

DUE DATE FOR BID: 2:00 pm (ET) April 23, 2019

Refer all inquiries to: Angela Godwin	Item: Surge Protection Devices and Cables
Telephone No: 910-678-2538	Bid Number: 173-19017
E-Mail: angiegodwin@ccs.k12.nc.us	Source of Funds: Budgeted Money
Name of School and Address: Cumberland County Schools Technology Department 810 Gillespie St. Fayetteville, NC 28306	

Notice to Bidders

Sealed bids, subject to the conditions made a part hereof, will be received on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids are subject to rejection unless submitted on this form.

Execution:

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (GS. 143-54).

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:	Federal Tax ID or Social Security No:	
Street Address:	PO Box:	
City, State, Zip:	Telephone No:	Fax No:
Type or Print Name & Title of Person Signing:		Date:
Authorized Signature:	E-Mail:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days (See Instructions to Bidders, Item 5). Prompt Payment Discount: _____% _____ days (See Instructions to Bidders, Item 6).

Are you a NC Recognized Historically Underutilized Business (HUB)? _____ YES _____ NO

If unsure, don't answer. More information: <https://ncadmin.nc.gov/businesses/hub>

Mailing Instructions: Submit **one (1) fully executed bid document** and **one (1) duplicate copy**, unless otherwise instructed, and only one bid per envelope by any of the methods below. **DO NOT SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID.** It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

Delivered By US Postal Service	Hand Delivered	Delivered by Courier
Cumberland County Schools Attn: Mike Anderson, Purchasing 2491 Gillespie St Fayetteville NC 28306	Cumberland County Schools Finance Bldg., Purchasing Dept. 2491 Gillespie St Fayetteville NC 28306	Some couriers do not deliver to this location. Packages are dropped at our warehouse and forwarded to us. Allow 1 to 2 extra days for delivery.

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

Cumberland County Schools
Operations Center
810 Gillespie St.
Fayetteville, NC 28306.

Items to be Purchased: DITEK surge protection devices and network patch cables for upgrading surge protection in the existing Cumberland County Schools (CCS) network.

Brand Specific: Manufacturer name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be the manufacturer and type specified unless otherwise specified. These brand specific products are needed due to compatibility and continuity with the existing CCS network. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

This section intentionally left blank.

IFB #173-19017
BID RESPONSE

Offeror / Vendor Name: _____

Mfg Item Number	Description	Quantity	Unit Price	Extension
DTK-MRJPOES	DITEK 10GbE PoE surge protector, PoE Plus, High PoE ready, compatible with CAT5e, CAT6 and CAT6A cabling	1000		
DTK-RM24NETS	DITEK 24-channel, 1U rack mount surge protector, supports data speeds up to 10GbE	182		
DTK-NETMS	DITEK Ethernet and PoE protection module for DITEK's NETS and EXTS rack and wall mount devices, 20kA per pair surge rating, data speeds up to 10GbE without signal degradation	217		
CAT6 – 1FT PATCH-GRAY or equal to	Ethernet network patch cable with molded, snagless boot, standard RJ45 connectors and unshielded twisted pair wires, meets all Cat6 TIA/EIA standards, length 12", color = gray	2184		
CAT6 – 2FT PATCH-GRAY or equal to	Ethernet network patch cable with molded, snagless boot, standard RJ45 connectors and unshielded twisted pair wires, meets all Cat6 TIA/EIA standards, length 24", color = gray	2184		
			TOTAL	

* Cumberland County Schools is NOT exempt from sales tax. When invoiced, sales tax should be invoiced as a separate line item.

Award Criteria: As provided by statute, award will be based on the lowest and best bid(s) (most advantageous to CCS) as determined by consideration of:

<ol style="list-style-type: none"> 1. Prices offered. 2. Quality of products offered. 3. General reputation and performance capabilities of the bidders. 4. Conformity with terms and conditions of this Invitation for Bids. 5. Delivery/installation schedule offered. 6. Durability and Suitability of items for intended use. 	<ol style="list-style-type: none"> 7. Functional Equivalency to specifications stated herein. 8. Samples, if requested. 9. Conformity of Product Specifications. 10. Product's Presentation and Finish 11. References
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CCS reserves the right to waive any minor informality or technicality in bids received.

Bid Letter Requirement: With its bid response, the Vendor MUST provide a letter from DITEK that references this bid number (173-19017) and confirms that the Vendor is a Certified Partner authorized to sell the DITEK brand specific products in this bid. The Vendor must send its request for the letter via e-mail to bill.mackenzie@ditekcorp.com. Letters signed by anyone other than the administrator of this email address will not be accepted. Letters for this request may take up to two (2) business days to process. Failure to provide the certified partner letter from DITEK with bid proposal will render bid non-responsive.

Bid Evaluation: Bids are requested on the items and/or equipment as hereinafter specified. Bidders are cautioned that any/all information furnished or not furnished on this bid may be used as or in determining of this contract.

Basis for Rejection: Cumberland County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered: non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to Cumberland County Schools; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of Cumberland County Schools; Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no expense to CCS within fourteen (14) consecutive calendar days after request is made by CCS. Bids which do not comply with these requirements will be subject to rejection.

Award of Contract: It is the general intent to award this contract to a single overall bidder. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by CCS to be most advantageous or to constitute its best interest.

Budgetary Limitations: Should it become necessary, based upon budgetary limitations, CCS reserves the right to reduce or increase quantities. Therefore, bidders must include freight in the "each" pricing for each line item.

Delivery and Installation: Items called for herein will be furnished, delivered, off-loaded and left ready for use in accordance with the requirements stated herein. Bidder agrees to this schedule unless stated otherwise stated below. The successful bidder will complete delivery within **thirty (30)** calendar days upon receipt of Purchase Order unless otherwise stated here: _____ days. All items must be preassembled upon arrival. Cumberland County Schools reserves the right to consider the delivery time offered as a factor in the award of contract.

Deviations: Deviations from specifications and requirements need to be documented on a separate sheet and attached to your bid. All items offered are in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Bidder is advised that the response (or lack thereof) on this

question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

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

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

Confidentiality of Bids: In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of Cumberland County Schools until after the award of the contract. All bidders are advised that they are not to have any communications with CCS during the evaluation of the bids (after the public opening of the bids and before the award of the contract) unless CCS contacts the bidder for the purpose of seeking clarification. A bidder shall not: transmit to the issuing and or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised equipment, defects, errors and/or omissions in any other bidder's bid and/or prices at any time during and/or award of the contract that is subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of CCS, from the contract award.

Warranty: Bidder guarantees that all proposed equipment to be furnished is to be new and free from any and all defects in material and workmanship. Manufacturer's standard warranty shall apply to all items offered.

Electronic Procurement: Purchases shall be conducted through the NC E-Procurement service. If not already registered, the awarded bidder must register with NC E-Procurement within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract. The successful bidder(s) shall pay to NC E-Procurement a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the NC E-Procurement service. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. Registration with NC E-Procurement may be requested by calling 1-888-211-7440 and select Option 2.

INSTRUCTIONS TO BIDDERS

1. **Read, Review and Comply:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **Notice to Bidders:** **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **Execution:** Failure to sign under EXECUTION section will render bid invalid.
4. **Order of Precedence:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) General Contract Terms and Conditions, and (4) Instructions to Bidders.
5. **Time for Consideration:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
6. **Prompt Payment Discounts:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **Information and Descriptive Literature:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Bids which do not comply with these requirements will be subject to rejection.
9. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
10. **Acceptance and Rejection:** CCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
11. **References:** CCS reserves the right to require a list of users of the exact item offered. CCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
12. **Award of Contract:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to CCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by CCS to be pertinent or peculiar to the purchase in question. CCS reserves the right to accept any item or group

of items on a multi-item bid.

13. **Historically Underutilized Businesses:** The Cumberland County Schools is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. CCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
14. **Confidential Information:** As provided by statute and rule, CCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
15. **Samples:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become CCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
16. **Acceptance and Rejection:** Cumberland County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
17. **Transportation & Delivery:** 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 Cumberland County Schools. A complete packing list must accompany each shipment and the CCS Purchase Order number must be shown on the package, shipping label or packing list to ensure proper identification and payment of invoices. In cases where parties other than the Vendor ship materials against the order, the third party shipper must be instructed to show the CCS purchase order number on all packages and shipping manifest.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Availability of Funds:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
2. **Taxes:** Any applicable taxes shall be invoiced as a separate item.

N.C.G.S. 143-59.1 bars the Cumberland County Schools from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates); collect(s) the appropriate taxes.
3. **Situs:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
4. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
5. **Inspection at Contractor's Site:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the State's determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments under the contract.
7. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.
8. **Condition and Packaging:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **Patent:** The contractor shall hold and save the CCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
10. **Iran Divestment Act and Divestment from Companies Boycotting Israel:** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

11. **Lunsford Act**: Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.
12. **E-verify**: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
13. **Policy Compliance**: Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work as applicable.
14. **Electronic Procurement (Applies to all contracts that include e-procurement and are identified as such in the body of the solicitation document)**: The successful bidder(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the North Carolina E-Procurement service.