



**REQUEST FOR PROPOSALS
2024 REFRESH OF STUDENT DEVICES**

Link to NCDIT RFP Info <https://ncadmin.nc.gov/divisions/purchase-contract>

RFP NO: 2024-OCS-Device Refresh

DUE DATE: TO BE RETURNED BY February 29, 2024, at 1 P.M. EASTERN STANDARD TIME

Refer ALL Inquiries no later than February 22, in writing, to:

Ryan Miller

Executive Director of Information and Instructional Technology, Orange County Schools

Email: ryan.miller@orange.k12.nc.us

Subject line: 2024 Refresh of Student Devices

NOTICE TO BIDDERS

Bids, subject to the conditions made a part hereof, will be received via mail or delivery no later than **February 29 2024, at 1 P.M. EASTERN STANDARD TIME**, on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper submission instructions. **Sealed bids must be mailed or delivered to: Orange County Schools - Sealed Bid, ATTN: Ryan Miller, 1914 New Hope Church Road, Chapel Hill, NC 27514.**

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 (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

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

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days

I. INSTRUCTIONS

- Proposal Contents
 - Cover letter identifying vendor, including legal name of vendor, address, telephone number, type of business entity (e.g. corporation, partnership)
 - Name and contact information for Bidder's principal point of contact
 - Completed and signed execution page (Page 1 of this RFP)
 - Completed pricing proposal.
 - Final bid(s) must include all taxes and/or fees.
- All proposals shall be labeled "RFP # 2024-OCS-Device Refresh"
- **Sealed bids must be mailed or delivered to:** Orange County Schools - Sealed Bid, ATTN: Ryan Miller, 1914 New Hope Church Road, Chapel Hill, NC 27514.
- It is the sole responsibility of the Bidder to submit its proposal by the due date. Late proposals will not be considered.

II. OVERVIEW

Orange County Schools ("OCS") is seeking two proposals to obtain via purchase or lease/purchase Chromebooks that meet or exceed the specifications provided herein.

- A quote for 8000 Chromebook devices (1-12 grade replacement)
- A quote for 6800 Chromebook devices (3-12 grade replacement)

III. DELIVERY

All items must be bid Freight on Board (FOB), meaning the shipping is prepaid and included in the bid price.

IV. REQUIREMENTS

TECHNICAL SPECIFICATIONS

A. Chromebook (Student) Device Requirements

- Must be fully supported by Google for 4 years from delivery, in accordance with Google's [Auto Update Policy](#). (i.e. model must have been officially released less than a year prior to delivery)
- Chromebook
- Minimum 11" screen
- Min 4G memory
- Min 32G SSD

- Processor type - AMD or Intel required
- 2 in 1 device
- Touchscreen
- Accidental damage protection with no penalty for repeat repairs
- Guaranteed pricing for same or equivalent model for four years
- Service turnaround guarantees
- HDMI port desired
- Minimum of 1 USB-A 3.X port
- Minimum of 1 USB-C 3.X port (USB-C charging preferred)
- Wi-Fi 6 or higher capable
- 720P or higher resolution webcam (physical off switch desired)
- Built-in microphone

B. Asset Tag Requirements

- AlumiGuard Matte Anodized Aluminum Barcodes (MyAssetTag.com) with 3M adhesive (467MP is standard) or equivalent; approval by OCS required
- Customized with **Property of Tech Dept, Orange County Schools NC**
- Charger barcodes: barcode range starting with **OCTech-02000** or another schema approved by OCS
- Device barcodes: barcodes matching device serial number for devices or another schema approved by OCS
- Barcode standard: **Generic Code 39**

C. Skin Requirements

- Two skins per device
- Customized for the device size and model
- Must be made of high-grade, durable materials free of harmful components
- Solid black, gray, or clear in color

WHITE GLOVE SERVICES

A. Device Preparation and Delivery

- Provider works with OCS to develop a jointly agreed upon schedule of services.
- Un-box and thoroughly inspect items for any physical damage or blemishes. Identify and report any issues to the vendor.
- Devices are to be fully charged.
- Skin applied to the top of the Chromebook.
- Packaged and delivered inside the final locations per the schedule. Delivery to first location on or shortly after June 17, 2024 and to last location no later than July 31, 2024.

B. Chrome Enrollment

- Chrome devices to be enrolled into OCS Google domain.
- Chrome OS to be updated to the latest stable release.

C. Asset Tagging

- All devices and chargers to be tagged with asset tags.
- Spreadsheet provided for each of the 14 delivery locations to include a listing of each device and charger with serial number and asset tag number. Count of devices per location will be provided by OCS.

OTHER REQUIREMENTS

A. Accidental Damage Insurance/Warranty

Orange County Schools requires accidental damage insurance. Full details of insurance coverage is required in proposals. It must include:

- Full description of terms and conditions of insurance coverage.
- Accidental damage and warranty coverage on all Chromebooks/chargers through August 2028.
- The proposal must list component coverage limitations, such as batteries, and chargers.
- Accidental damage coverage must not limit repairs per device.
- Accidental damage coverage must have a local repair facility. (i.e., not restricted to mail-in warranty service)
- Accidental damage coverage must not require discretionary items, such as a case to be on the item, as a prerequisite for coverage
- Details of warranty coverage and services must also be included in the proposal.

B. Persistent Pricing

Proposal must include persistent pricing through June of 2027 for the following items:

- Chromebook device - exact model or equivalent model (same specs or better) if exact model is discontinued
- Chromebook charger - exact model or equivalent for original Chromebook model or its equivalent model
- Chromebook battery - exact model or equivalent for original Chromebook model or its equivalent model
- Chromebook Stylus - exact model or equivalent for original Chromebook model or its equivalent model

C. References

Bidders must provide three (3) references from public school districts of similar size to which they have provided sales, preparatory services, and warranty support. All references shall be from the last three (3) years. Include the name and telephone number of individuals OCS may contact for each reference.

V. PAYMENT/FINANCING

Orange County Schools invites vendors to submit bids which include up to two (2) payment options:

- Full-cost, cash pricing (one-time payment)
- Financing (lease/purchase, installment/purchase) with buy-out options at contract end

The financing period for a lease, lease/purchase, or installment/purchase shall not exceed four years.

VI. EVALUATION AND AWARD

AWARD CRITERIA: Contract award will be based on the following criteria to the lowest responsible Bidder:

1. Prices offered.
2. Quality of item(s) offered.
3. General reputation and performance capabilities of the Bidder.
4. Conformity with specifications herein.
5. Delivery and installation schedule.
6. Suitability for intended use.
7. Warranty/accidental damage coverage.
8. Prior experience with a vendor or manufacturer.
9. Compatibility with existing devices and networks.

OCS reserves the right to award this contract to a single overall Bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by OCS to be most advantageous or to constitute its best interest.

BID EVALUATION: Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function, and performance. OCS reserves the right to reject any bid on the basis of function or compatibility with usage requirements, as well as cost. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract. This solicitation is pursuant to N.C.G.S. 143-129.8 for technology goods and services, therefore proposals submitted shall not be subject to public inspection until a contract is awarded.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by the Bidder. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and the successful Bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by OCS that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

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

GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
1. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this invitation for bids, the specifications. Orange County Schools ("OCS") objects to and will not evaluate or consider any additional terms and conditions submitted with a Bidder response. This applies to any language appearing in or attached to the document as part of the Bidder's response. **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.
2. **DEFINITIONS:**
BIDDER: Company, firm, corporation, partnership, individual, etc., submitting a response to a request for proposals (RFP).
3. **EXECUTION:** Failure to sign under EXECUTION section will render the 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) requirements/specifications, and (3) 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. **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 the 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.**
7. **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. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of OCS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of OCS, which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
9. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from OCS. The Bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
10. **ACCEPTANCE AND REJECTION:** OCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
11. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest responsible Bidder most advantageous to OCS as determined upon consideration of the factors identified in this RFP and such other factors deemed by OCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by OCS or the Bidder, OCS reserves the right to accept any item or group of items on a multi-item bid. OCS also reserves the right to reject any and all bids. This RFP does not obligate OCS to enter into an agreement with any Bidder or to pay any costs incurred by Bidders in preparation and submission of the Bidder's proposal.

12. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48, OCS invites and encourages participation in this procurement process by businesses owned by minorities or women, disabled business enterprises, and non-profit work centers for the blind and severely disabled.
13. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, OCS 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.
14. **AWARD PROCEDURES:** Contract award notice shall be posted on OCS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
15. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Orange County Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to OCS. Unless formally waived by OCS, the existence of a family relationship covered by this Contract is grounds for immediate termination by OCS without further financial liability to the Bidder.
16. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, OCS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. OCS reserves the right to require performance bonds or other acceptable alternative guarantees from the successful Bidder without expense to OCS.
17. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify in writing OCS, indicating the specific regulation which required such alterations. OCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
18. **TAXES:** Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the OCS 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.
19. **SITUS:** The place of this contract, its situs and forum, shall be Orange County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
20. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
21. **INSPECTION AT BIDDER'S SITE:** OCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a Bidder prior to contract award, and during the contract term as necessary for OCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
22. **PAYMENT TERMS:** Payment terms are Net, not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the Bidder for payment if the Bidder accepts that card (Visa, Mastercard, etc.) from other customers.
23. **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.
24. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety

standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

25. **PATENT:** The Bidder shall hold and save OCS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device, or appliance manufactured or used in the performance of this contract, including use by OCS, or disclosure of any information pursuant to the NC Public Records Act.
26. **ASSIGNMENT:** No assignment of the Bidder's obligations nor the Bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the Bidder, OCS may:
- a. Forward the Bidder's payment check directly to any person or entity designated by the Bidder, and
 - b. Include any person or entity designated by Bidder as a joint payee on the Bidder's payment check.
- In no event shall such approval and action obligate OCS to anyone other than the Bidder and the Bidder shall remain responsible for fulfillment of all contract obligations.

27. **INSURANCE:**

- a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

- b. **Public Liability and Property Damage Insurance** - The Bidder shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

- c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
- d. **Certificates of Insurance** acceptable to the OCS shall be filed with the OCS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the OCS, and that the Orange County Board of Education is listed as additional insured on general liability.

The successful Bidder agrees to hold harmless and indemnify the OCS Board of Education for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

28. **GENERAL INDEMNITY:** The Bidder shall hold and save OCS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against OCS agents who are involved in the delivery or processing of the Bidder goods to OCS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

29. **INVOICES:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
30. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Bidder’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries. A check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation. In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time at the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder’s expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. OCS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if OCS determines, at its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel, or others.
31. **ACCESS TO PERSONS AND RECORDS:** OCS auditors shall have access to any records as a result of this bid or the Contract. OCS may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.
32. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
33. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Bidder is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
34. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this Contract, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.