



Hoke County Schools
Resilient and Ready

REQUEST FOR PROPOSAL #2026-IP

New HS Interactive Panel
Date of Issue: April 14, 2026

Proposal Opening Date: April 28, 2026, at 8:00AM EST

Direct all inquiries concerning this RFP to:

William East-Peters
Director of Technology
william.eastpeters@hcs.k12.nc.us

STATE OF NORTH CAROLINA <i>Hoke County Schools</i>	
Refer <u>all</u> inquiries regarding this RFP to: William East-Peters Hoke County Schools 310 Wooley St. Raeford, NC 28376 william.eastpeters@hcs.k12.nc.us	Request for Proposal #2026-IP
	Proposals will be publicly opened: April 28, 2026, at 8:00 AM EST
	Description: New HS Interactive Panel
	Using Agency: Hoke County Schools Board of Education (HCS)

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor 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 proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its 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 it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with HCS, or from any person seeking to do business with HCS. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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Vendor: _____

FAILURE TO EXECUTE/SIGN A PROPOSAL PRIOR TO SUBMISSION SHALL RENDER THE PROPOSAL INVALID AND IT WILL BE REJECTED. LATE PROPOSALS CANNOT BE ACCEPTED.

BIDDER:	
STREET ADDRESS:	ZIP:
P.O. BOX:	
CITY & STATE & ZIP: TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	
FAX NUMBER:	EMAIL:
AUTHORIZED SIGNATURE: DATE:	

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by HCS, an authorized representative of The Hoke County Schools Board of Education shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor.

FOR HOKE COUNTY BOARD OF EDUCATION USE ONLY:

Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____ (Authorized Representative of Hoke County Schools).

PURPOSE AND BACKGROUND

Hoke County Schools (HCS) in North Carolina is accepting proposals for the purchase of approximately 71 (+/- 10%) Interactive Panels for use with the new high school addition. HCS reserves the right to purchase quantities of various devices totaling the quantity mentioned above.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto. Delivery of equipment to HCS will be scheduled on or before **June 15, 2026**.

GENERAL INFORMATION

REQUEST FOR PROPOSAL DOCUMENT

The RFP consists of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the instructions, HCS's terms and conditions, all relevant exhibits and
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attachments, and any other components made a part of this RFP and to comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in the Section titled "PROPOSAL QUESTIONS." If HCS determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. HCS may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, HCS rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a Vendor offer. **BY EXECUTION AND DELIVERY OF THIS RFP RESPONSE, THE VENDOR AGREES THAT ANY ADDITIONAL OR MODIFIED TERMS AND CONDITIONS, WHETHER SUBMITTED PURPOSELY OR INADVERTENTLY, SHALL HAVE NO FORCE OR EFFECT, AND WILL BE DISREGARDED. NONCOMPLIANCE WITH, OR ANY ATTEMPT TO ALTER OR DELETE, THIS PARAGRAPH SHALL CONSTITUTE SUFFICIENT GROUNDS TO REJECT VENDOR'S PROPOSAL AS NON RESPONSIVE.**

PROPOSAL SCHEDULE

The table below shows the *intended* schedule for this RFP. The Contract Lead will make every effort to adhere to this schedule.

Event	Responsibility	Date
Issue RFP	HCS	By 9:00AM April 14, 2026
Submit Questions via email	Vendor	By 5:00 PM April 25, 2026
Provide Response to Questions online link	HCS	By 5:00 PM April 26, 2026
Submit Proposals via email	Vendor	By 5:00 PM April 27, 2026
Publicly Open Bids	HCS	8:00 AM April 28, 2026
Hoke County Board of Education votes on approval of purchase (PO issued upon Board approval)	HCS	May 12, 2026
Proposal Award and Vendor Notification		May 13, 2026

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions **by 5:00 PM April 25, 2026**.

Written questions shall be emailed to william.eastpeters@hcs.k12.nc.us by the date specified above. Vendors should enter "RFP #2026-IP - Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference Vendor Question

RFP Section, Page Number Vendor question ...?

Questions received prior to the submission deadline date and any additional terms deemed necessary by HCS will be posted via this [online link](#). No information, instruction or advice provided orally or informally by any HCS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely **only** on written material contained in an Addendum to this RFP. No verbal answers will be provided.

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Vendors are responsible for checking the questions and answers document for updates and answers.

PROPOSAL SUBMITTAL

Proposals, subject to the conditions herein and the receipt requirements described below, shall be received at the email address indicated in the table below, for furnishing and delivering those items or services as described herein.

EMAIL ADDRESS FOR DELIVERY OF PROPOSAL
william.eastpeters@hcs.k12.nc.us Subject Line: #2026-IP - Proposal

All proposals shall be delivered to the email address listed above on or before the proposal deadline (5:00 pm April 27, 2026). This is an absolute requirement. Regardless of cause, late proposals will not be accepted and will be automatically disqualified from further consideration. It is the sole responsibility of the Vendor to have the proposal to this email address by the specified deadline. The time of delivery will be time stamped with the incoming email proposal.

DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- **BUYER:** The employee of HCS or Other Eligible Entity that places an order with the Vendor.
- **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- **RFP:** Request for Proposal
- **VENDOR:** Supplier, bidder, proposer, provider, company, Vendor, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

METHOD OF AWARD

All qualified proposals will be evaluated and awarded to the Vendor meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the HCS's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of HCS would not be served by the disqualification. A Vendor's proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

PROPOSAL EVALUATION PROCESS

HCS shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. HCS reserves the right to waive any minor informality or technicality in proposals received.

HCS reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a BAFO based on discussions and negotiations with HCS, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

HCS reserves the right to interview any potential Vendor during the evaluation process. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not; therefore, all proposals must be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, HCS will make an Award based on the evaluation and email all Vendors the

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results. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to HCS.

Vendors are cautioned that this is a request for proposals, not a request to contract, and HCS reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of HCS.

Proposals will generally be evaluated according to completeness, content, experience with similar projects, ability of the offer and its staff, and cost.

EVALUATION CRITERIA

This is a “BEST VALUE” procurement and as such, award will not necessarily be made to the vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal. The evaluation committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal.

The evaluation committee will evaluate and score each proposal in order to determine best value using the following predetermined criteria:

Evaluation Criteria	Weighted Points
Device Specifications	20
Unit price as requested in RFP	20
Partner Requests as listed in RFP	20
Warranty/Accidental Damage	15
Payment Plan/Lease Terms	10
References	10
HCS Prior Experience with Vendor	5
Extra Points for add-ons by the Vendor (1 point per add-on feature or service)	
Total Points	100

REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for HCS to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period.

Device/License Specifications	BenQ Model RM7505 Minimum 8GB RAM 128GB internal storage HD - Screen Size: 75-inch - Resolution: 4K UHD (3840 x 2160) - Operating System: Android 15 (EDLA Certified) - Processor: A78 x 2 + A55 x 6 - Memory/Storage: 8GB RAM 128GB ROM - Touch Tech: High Precision IR (up to 40-50 points) - Brightness: ~450 nits (Typical) - Connectivity: Wi-Fi 6, Bluetooth 5.2, USB Type-C (100W PD), HDMI 2.0, NFC Sensor - Software: Built-in EZWrite 6.0 annotation and InstaShare 2 wireless screen sharing
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	• Management: Account Management System (AMS), Device Management Solution (DMS) BenQ Model MT02E mobile adjustable cart We would like pricing for device and device installation in the classrooms. Console management license for all devices Training for technology staff and power users NFC badges Devices must be new and not refurbished
Provider/Partner Requests	1. White Glove Services a. Device Preparation and Delivery i. Provider works with HCS to develop a jointly agreed upon schedule of services. ii. Unbox and thoroughly inspect items for any physical damage or blemishes. Identify and report any to the manufacturer for replacement. iii. Asset tags provided and applied by the vendor. 1. Asset tags should not be easily removable and intended to last the life of the device. 2. Asset tags should include the following: a. Property of Hoke County Schools, b. Asset Tag Number listed in text below a scannable barcode c. documentation with serial number and associated asset tag number iv. Vendor will provide a manifest spreadsheet listing the device serial number, asset tag NFC badge serial numbers, and location devices were delivered to. v. A count of devices per location will be provided by HCS. vi. Vendor will provide delivery to our new high school location within 60 days (by the end of June 2026) after the purchase order is executed. 2. Communication and Support a. Vendor Responsibilities i. Vendor will provide a single point of contact for all communication related to this RFP. ii. Vendor will provide documentation for warranty claims, support escalation, and service procedures. iii. Vendor will respond to HCS inquiries within two (2) business days. 3. Warranty Requirements a. Base Warranty i. Vendor must provide a minimum 3-year manufacturer warranty for Interactive Panels ii. Vendor must list all component coverage limitations. iii. Vendor must provide details of warranty service processes, including repair turnaround times and replacement procedures. 4. Installation and Wall Mounting Services a. Installation Scope i. Vendor will deliver all interactive panels to the designated new high school building. ii. Vendor will unbox and thoroughly inspect each unit for physical damage or blemishes and report any issues to the manufacturer for replacement. iii. Vendor will securely wall-mount each panel using vendor-supplied or HCS-approved mounting hardware. iv. Vendor will perform cable routing and cable management, ensuring all required power and data connections are properly secured. v. Vendor will verify that each installed panel powers on, connects to the network, and is fully operational. vi. Vendor will remove and dispose of all packaging materials from the installation site. 5. Technology Department Backend Management Training

	a. Training Scope i. Vendor will provide in-depth training for HCS Technology Department staff on backend management of the interactive panels. ii. Training will include configuration and deployment procedures, use of the vendor's management console, remote monitoring, firmware updates, and device health reporting. iii. Training will include proactive troubleshooting workflows, alerting, and recommended maintenance practices to reduce classroom downtime. iv. Training will cover user account management, permissions, security settings, and integration with District systems (Google Workspace, Microsoft 365, SSO, NFC login workflows). v. Vendor will provide escalation procedures, diagnostic tools, and documentation to support long-term internal management. vi. Vendor will specify training duration, delivery format (onsite or virtual), and maximum number of participants. 6. Train-the-Trainer Power User Sessions a. Training Scope i. Vendor will provide instructional training for a select group of HCS staff who will serve as building-level power users. ii. Training will include core instructional features of the interactive panel, whiteboard tools, annotation, casting, and classroom workflows. iii. Vendor will provide instruction on advanced features, optional software tools, and best practices for daily instructional use. iv. Vendor will provide strategies and materials to support these staff members in assisting colleagues with common issues and basic troubleshooting. v. Vendor will provide training resources that power users can use to train additional staff throughout the school year. vi. Vendor will specify training duration, delivery format (onsite or virtual), and maximum number of participants. 7. Documentation and Training Materials a. Materials Provided i. Vendor will provide printed or digital quick-start guides for staff. ii. Vendor will provide administrator and teacher reference materials. iii. Vendor will provide video tutorials or recorded training sessions. iv. Vendor will provide any additional resources that support onboarding and long-term use of the interactive panels.
Unit Pricing	Provide itemized pricing per device package. Itemized pricing should include, but not be limited to: (1) cost of interactive panel; (2) shipping* (see note below); (3) warranty; (4) installation; (5) training; (6) central console licensing; (7) NFC badges (200total) (8) 1 BenQ MT02E mobile cart Provide pricing for the complete package as described. <i>Vendor will ship designated amounts to HCS high school location provided by the HCS Technology Dept. Schools, address and quantities will be provided at the execution of the purchase contract.</i>
Payment/Financing	Bids should include one (1) payment option: (1) Full cost, cash pricing (one (1) time payment)

VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to HCS. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects

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and the responsibilities to be assigned to each person.

REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. HCS may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

VENDOR'S REPRESENTATIONS

1. Vendor warrants that qualified personnel shall provide services under this Contract 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 industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of HCS under this Contract.
2. 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 under this Contract, or are an inherent part of or necessary sub-task included within such 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 herein, 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.
3. Vendor warrants that it has the financial capacity to perform and to continue to 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. Upon the request of HCS, Vendor shall provide a letter of good standing from Vendor's primary financial institution.

SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to obtain bids for the purchase, delivery, installation, configuration, training, and support of interactive panels for use in the new high school building.

The Scope of Work includes the following:

- Delivery of all interactive panels, mounting hardware, accessories, and related components to the new high school or other location designated by HCS.
- Coordination with HCS regarding delivery schedule, room assignments, and installation sequence.
- Installation of each interactive panel in its assigned classroom or instructional space.
- Wall mounting or placement on approved mounting hardware, as specified by HCS.
- Basic configuration, testing, and verification that each panel is fully operational.
- Provision of asset tagging, serial number documentation, room location documentation, warranty materials, and support information.
- Removal and disposal of packaging materials after installation.
- Provision of training for HCS technology staff and designated power users.

The Vendor is responsible for providing all labor, materials, tools, equipment, and services necessary to complete the work described herein.

ATTACHMENT A: 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 any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** HCS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, HCS 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 HCS, cancellation or other changes in the intended project or any 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 HCS.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 2, 3, 4, and 5 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.
8. **HISTORICALLY UNDERUTILIZED BUSINESSES:** HCS is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, HCS encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
9. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
10. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with HCS by any company identified in a) or b) above shall be void *ab initio*.
11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, HCS will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, HCS will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
12. **PROTEST PROCEDURES:** The parties agree that it is in their mutual interest to resolve disputes informally. When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by HCS, a Vendor shall submit a written request addressed to Dr. Dawn Ramseur, Executive Director of Technology, Hoke County Schools, 310 Wooley St. Raeford, NC 28376. The protest request must be received by Dr. Dawn Ramseur within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's

claims.

13. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
14. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of HCS until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with HCS, or any other representative of HCS concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless HCS directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to HCS any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with HCS authorized by this RFP are permitted.
15. **TABULATIONS:** Proposal tabulations can be received from the Contract Lead.
16. **WITHDRAWAL OF PROPOSAL:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and is the sole discretion of Hoke County Schools.
17. **INFORMAL COMMENTS:** HCS shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of HCS during the competitive process or after award. HCS is bound only by information provided in this RFP and in formal Addenda issued.
18. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; HCS will not reimburse any Vendor for any costs incurred prior to award.
19. **VENDORS REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's proposal.

ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, HCS shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of HCS, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to HCS for damages sustained by HCS by virtue of any breach of this contract, and HCS may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due HCS from such breach can be determined. HCS reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to HCS. In case of default by the Vendor, HCS may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, HCS may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with HCS.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. HCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the Secretary of Administration 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 refuses 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 proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. HCS is responsible for all payments to the Vendor under the Contract.
7. **AFFIRMATIVE ACTION:** The Vendor 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. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save HCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract. Vendor warrants to the best of its knowledge that: (a) performance under The Contract does not infringe upon any intellectual property rights of any third party and (b) there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party. Should any deliverables supplied by the Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for HCS the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums HCS has paid the Vendor and make every reasonable effort to assist HCS in procuring substitute deliverables. If, in the sole opinion of HCS, the cessation of use by HCS of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, HCS shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums HCS paid for unused Services or Deliverables. The Vendor, at its own expense, shall defend any action brought against HCS to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against HCS in any such action. Such defense and payment shall be conditioned on the following: (a) that the Vendor shall be notified within a reasonable

time in writing by HCS of any such claim and **(b)** 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 HCS shall have the option to participate in such action at its own expense. The Vendor will not be required to defend or indemnify HCS if any claim by a third party against HCS for infringement or misappropriation results from HCS's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

9. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, HCS may terminate this contract at any time by providing 30 days' notice in writing from HCS to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of HCS, become its property. If the contract is terminated by HCS as provided in this section, HCS shall pay for those items for which such option is exercised, less any payment or compensation previously made.
10. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of HCS as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether HCS is willing to act as a reference by providing factual information directly to other prospective customers.
11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
12. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, HCS may: **(a)** forward the Vendor's payment check directly to any person or entity designated by the Vendor and **(b)** include any person or entity designated by Vendor as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate HCS to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, HCS may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.
13. **INSURANCE:** 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 Workers Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is subcontracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract; **(b) Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 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 \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/underinsured motorist; and \$2,500.00 medical payment. **Requirements.** Providing and maintaining adequate insurance coverage 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.
14. **GENERAL INDEMNITY:** The Vendor shall hold and save HCS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, Vendor, 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, Vendor, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that HCS has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against HCS's agents who are involved in the delivery or processing of Vendor goods or services to HCS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
15. **INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with HCS.
16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by HCS's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.

- 17. SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of HCS's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
- 18. CONFIDENTIALITY:** Any HCS information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of HCS.
- 19. CARE OF HCS DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by HCS (HCS Data), or other HCS property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for HCS for The Contract. Vendor will reimburse HCS for loss or damage of such property while in Vendor's custody. HCS's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such HCS Data shall be returned to HCS in a form acceptable to HCS upon the termination or expiration of this Agreement. The Vendor shall notify HCS of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 *et seq.*
- 20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to HCS shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to HCS in writing, prior written approval must be obtained from HCS agency responsible for the contract. Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under an HCS contract to a location outside of the United States.
- 21. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 22. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda thereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 23. AMENDMENTS:** This contract may be amended only by a written amendment duly executed by HCS and the Vendor.
- 24. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to HCS under applicable law. The waiver by HCS of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 25. 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.
- 26. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to HCS under applicable law.

ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business Vendors that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, HCS 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. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

The Vendor shall respond to questions #1 and #2 below.

1. Is Vendor a Historically Underutilized Business? ☐ **Yes** ☐ **No**
2. Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If so, state HUB classification: _____