



REQUEST FOR BID

Personal Computers

**BIDS WILL BE OPENED AT
10:00 a.m., February 22, 2019**
City/County Purchasing Department
City Hall Suite 324
101 North Main Street
Winston-Salem, NC 27102

ADVERTISEMENT FOR BIDS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals endorsed **Personal Computers** to be furnished to Forsyth County will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC until **10:00 a.m., February 22, 2019**, at which time they will be publicly opened and read.

Instructions for submitting bids and complete specifications may be obtained during regular office hours, Monday – Friday, 8:00 a.m. to 5:00 p.m. at the same location, or by contacting TaWanna Gates via email tawannag@cityofws.org or phone 336-747-6938. The City reserves the right to reject any or all proposals.

TaWanna A. Gates
Senior Buyer

Notice to Bidders

It is the policy of the City of Winston-Salem & Forsyth County that an employee, officer, or agent of the City/County may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest. The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a bid, the successful bidder agrees to indemnify the City/County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder. All bids must be firm and not subject to increase, unless specified within the provisions of this Invitation for Bid (RFB) and mutually agreed upon by the City/County and the proposer. No special inducements will be considered that are not a part of the original bidding document.

City/County Rights and Options

The City/County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFB at any time
- To cancel this RFB with or without the substitution of another RFB
- To take any action affecting this RFB, this RFB process, or the equipment subject to this RFB that would be in the best interests of the City/County
- To issue additional requests for information

Public Records

Any material submitted in response to this RFB will become a "public record" once the bidder's document(s) is opened and the bidder is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Bidders must claim any applicable exemptions to disclosure provided by law in their response to this RFB. Bidders must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City/County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Familiarity with Laws and Ordinances

The submission of a bid on the equipment requested herein shall be considered as a representation that the bidder is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder discovers any provisions in the RFB documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City/County in writing without delay.

The bidder agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act. The bidder certifies that the bid is made in good faith and without collusion with any person bidding on this contract or with any officer or employee of the City of Winston-Salem & Forsyth County.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

Trade Secrets/Confidentiality

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152(3) in their response to this RFB and must state the reasons why such exclusion from public disclosure is necessary and legal.

To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire bid as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your bid being disqualified.

In submitting a Bid, each Bidder agrees that the City/County may reveal any trade secret materials contained in such response to all City/County staff and City/County officials involved in the selection process, and to any outside consultant or other third parties who assist the City/County in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the City/County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Bidder has designated as a trade secret.

The City/County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Iran Divestment Act; Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

Divestment from Companies that Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”

Ethics Policy / Code of Conduct

The City of Winston-Salem & Forsyth County has established guidelines for ethical standards of conduct for City/County representatives and to provide guidance in determining what conduct is appropriate in particular cases. City/County representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem & Forsyth County desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body.

The City/County reserves the right to hold proposals open for a period of sixty days (60) days after due date before making awards.

INSTRUCTIONS TO BIDDERS

This entire set of documents constitutes the RFB. The bidder must return the RFB with all information necessary to properly analyze the bidder's response. Bidder's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFB text is followed. **All bids shall be returned in a sealed container/envelope marked FC Personal Computers Bid No. FB 19209**, and submitted to the City/County Purchasing Dept., Ste. 324, City Hall Building, 101 North Main Street, Winston-Salem, NC **by 10:00 a.m., February 22, 2019**. Please provide **one original** (please mark document as original) bid showing original signatures and seals, **and one (1) copy** of the complete bid. **Late bids will not be considered.**

BIDDER QUESTIONS AND INQUIRIES

Bidders are to submit all questions, inquires and request for additional information relative to this RFB **in writing** via email to Jason T. Ring ringjt@forsyth.cc and copy TaWanna A. Gates tawannag@cityofws.org. **All inquiries must be made by 12:00 Noon, Friday, February 15, 2019**. The City/County will provide written responses to all inquiries received by this date that do not alter the substance of this RFB per addendum via email; responses will be made available to all recipients of this RFB to ensure that bidders receive the same information, except answers to questions which the City/County determines is confidential in nature or would divulge another bidders' information. Except as otherwise directed, bidders shall not communicate with other parties within the City/County regarding this RFB. Any oral responses made by any representative of the City/County may not be relied upon.

INTRODUCTION

You are invited to submit your bid to provide Personal Computers as defined per this Request for Bid (RFB) to the City of Winston-Salem in accordance & Forsyth County with the terms and conditions of this RFB. As used in this RFB, “the City” refers to the Municipal Government of the City of Winston-Salem and its divisions and “the County” refers to Forsyth County and its divisions.

This RFB sets forth the requirements and specifications needed and intends to provide the prospective bidder with sufficient information to enable them to understand the requirements and expectations of the City/County in acquiring the specified computer hardware. Bidders are expected to submit a formal bid that shall include delivery commitments that meet the requirements of this RFB in the format and manner specified herein.

The City/County intends to award a purchase order with one reseller for equipment outlined in this RFB. The City/County reserves the right to withdraw this RFB at any time or not to issue a purchase order. All submitted responses to this bid shall become the property of the City/County.

Rights Reserved

In addition to all other rights, the City/County specifically reserves the right to:

- Negotiate various terms and conditions of business with the successful reseller.
- Contact any bidder to obtain corrections or clarifications of a submitted bid if necessary to make a fair comparison of all submitted bids.
- Amend or supplement this RFB in writing at any time prior to the bid opening.
- Alter the quantity ordered at any time by splitting the order into multiple smaller orders to meet the needs of the City/County.

Bidders must provide their responses for the items proposed in this RFB, entitled *Equipment Specifications*. All bidders are required to complete and submit their final bids on these forms.

Shipping Location:
Forsyth County Government Center
MIS Department – 3rd Floor
201 North Chestnut Street
Winston-Salem, N.C. 27101

EQUIPMENT SPECIFICATIONS

Item/Description	Part No.	Unit Price	Quantity	Extended Price
Dell OptiPlex 7060 Small form factor, i5 8500 Processor, 8GB Ram, 256 SSD, Mouse Keyboard	XPOPY		145	
3 YR ProSupport Plus w/ Next Business Day Onsite Service	819-9625		145	
Dell Latitude 5590 7 th Gen Intel Core i5-7300U, 8GB 2x4GB DDR4 2400MHz Non-ECC Memory, M.2 256GB SATA Class 20 Solid State Drive, 15.6" HD 1366 x 768 Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable, Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1	YWDG4		35	
3 YR ProSupport Plus w/Next Business Day Onsite Service	819-9625		35	
Dell Business Dock – WD15 w/ 130W Adapter	452-BDDV		35	
Dell Optical Mouse – MS116 (Black)	275-BBCB		35	
Dell KB216 Dell Wired Keyboard	580-ADMT		35	
GRAND TOTAL				

PROPOSAL AUTHORIZATION AND SIGNATURE

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

Firm Name

Authorized Signature (**Notarized**)

Date

Street Address (P.O. Box)

Federal Identification No.

City, State and Zip Code

Telephone Number

Email Address

On this ____ day of _____, 20____ before me _____
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that

he/she was properly authorized by _____
(Company name)

to execute the proposal and did so on his/her free act and deed.

SEAL

Notary Public _____ My commission expires _____