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BID ADDENDUM

May 20, 2022

Bid#: RFQ #2022-04 Chromebooks
Addendum#: 02
Purchasing Agent: Joni Huchzermeier

Subject: Vendor questions

1. Will you accept other manufactures such as Lenovo or HP?

Answer: Manufacturer's name and product description used in this solicitation are intended to communicate qualities, functions and characteristics of items desired. The ***items offered in response to this solicitation must be of equal or better quality*** to the manufacturer and type specified. **Equal or better quality** is acceptable for bidding purposes.

2. Is Henderson County Public Schools willing to provide a one week extension?

Answer: Preferred delivery is within 30 days. The delivery date will be part of the evaluation process.

3. Is Henderson County Public Schools a CCPA member? If so, may Contractor bid under the terms and conditions of Charlotte Technology Products and Related Services Contract #2020000547, in lieu of customer's terms and conditions?

Answer: HCPS is not a CCPA member.

4. There is a cost to cover provision under Section 1 in the General Contract Terms and Conditions. Contractor does not typically agree to cost to cover, as excess costs could be broad and far-reaching. Will Henderson County Public Schools remove "and hold the contractor responsible for any excess costs occasioned thereby"?

Answer: HCPS will not remove this statement.

5. Section 7 in the General Contract Terms and Conditions does not apply to Contractor, as the Contractor is a reseller, and will not be manufacturing product. Will Henderson County Public Schools mark this section "reserved"?

Answer: HCPS will not revise General Contract Terms and Conditions at this time.

6. Section 11 in the General Contract Terms and Conditions does not apply to Contractor, as the Contractor is a reseller, and cannot warrant on behalf of third

party product it resells. Will Henderson County Public Schools mark this section "reserved"?

Answer: HCPS will not revise General Contract Terms and Conditions at this time.

7. Section 12 in the General Contract Terms and Conditions requires the Contractor to indemnify Henderson County Public Schools for infringement. Can Henderson County Public Schools specify that this indemnity is only applicable to IP owned by the Contractor?

Answer: HCPS will not revise General Contract Terms and Conditions at this time.

8. Can Henderson County Public Schools revise Section 17 in the General Contract Terms and Conditions to state that the Contractor can only indemnify for third party claims arising from its gross negligence, willful misconduct or violation of law under the contract?

Answer: HCPS will not revise General Contract Terms and Conditions at this time.

9. If awarded, would the parties be able to negotiate a limitation of liability clause?

Answer: HCPS will determine after the evaluation process.

10. If awarded, would the parties be able to negotiate a force majeure clause?

Answer: HCPS will determine after the evaluation process. Please see *Item 21 in the General Contract Terms and Conditions*.

11. If awarded, would Henderson County Public Schools add the Contractor's warranty disclaimer to the final agreement, as provided below? "Except as otherwise provided in this agreement, Contractor hereby disclaims all other warranties, either express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose, warranty of non-infringement, or any warranty relating to third party services. The disclaimer contained in this paragraph does not affect the terms of any warranty provided by an OEM."

Answer: HCPS will determine after the evaluation process.

12. If awarded, would Henderson County Public Schools be willing to review the Contractor's return policy?

Answer: HCPS will determine after the evaluation process.