

Clinton City Schools

Technology Department
1207 West Elizabeth Street
Clinton, NC 28328
Phone (910) 592-8688 Fax (910) 592-3015
March 31, 2022 REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 821308-2022-03312022

TO BE RETURNED: April 25, 2022

Hosted VoIP Solutions

Refer ALL Inquiries To:
John Lowe
Director of Information Technology
E-mail: jlowe@clinton.k12.nc.us

NOTICE TO OFFEROR

Quotes, subject to the conditions made a part hereof, will be received at this office until 4:00 p.m. April 25, 2022 for furnishing and delivering the commodity as described herein.

TO ALL INTERESTED FIRMS:

The Clinton City Schools District in Clinton, NC is seeking proposals from firms that can provide a hosted Voice over Internet Protocol (VoIP) telecommunications system. The system must operate with existing hardware and be capable of meeting any future needs. Clinton City Schools will consider one, three or five year contracts with options for up to two one year extensions. Preference will be afforded to the vendor that provides a comprehensive, cost effective solution for current specifications, future capacity requirements, and ongoing service and support.

Timeline

Release of RFP: March 31, 2022
Questions Due: No questions accepted after April 12, 2022
Answers to Questions Posted No Later Than: April 14, 2022
Response to RFP Due: April 25, 2022
Award of Contract by Board of Education: May 12, 2022
Services to begin: As soon after July 1, 2022 as deemed reasonable

Current extensions and hardware by site

Site	“Teacher” Extensions	Polycom VVX 201	“Admin” Extensions	Polycom VVX 410
L.C. Kerr Elementary School 112 Kimbrough Rd, Clinton, NC 28328	51	51	8	8
Butler Avenue Elementary School 301 W Butler Ave, Clinton, NC 28328	53	53	12	12
Sunset Avenue Elementary School 505 Sunset Ave, Clinton, NC 28328	60	50	12	12
Sampson Middle School 1201 W Elizabeth St, Clinton, NC 28328	72	72	12	12

Clinton High School 340 Indian Town Rd, Clinton, NC 2382	81	81	21	21
College Street Multipurpose Building 606B College St, Clinton, NC 28328	9	9	0	0
Central Office 300 Westover Rd, Clinton, NC 28328	7	7	22	22/1 VVX601
Auxiliary Services 1207 West Elizabeth St, Clinton, NC 28328	1	1	7	7
Totals	334	334	94	93+1 VVX601

“Teacher” Extensions are intended to have most basic features, such as dialing outgoing calls, receiving incoming calls, 911 emergency call capability, internal calls (extension to extension), voicemail with PIN pass code, speakerphone, place calls on hold, etc.

“Admin” Extensions are intended to have all the above features plus caller ID and the ability to transfer calls to any extension within the same building, as well as transfer/forward calls from one building to another.

SCOPE OF SERVICES AND REQUIREMENTS

The system shall provide a uniform communication system for all Clinton City Schools facilities and shall be expandable at the convenience of the school district. The system must provide a single system in terms of dialing, feature access, and administration.

Network

Clinton City Schools currently owns or leases dark fiber connections to each location within the district. The fiber runs are point-to-point and all terminate at the core switch in the network operations center located at 1207 West Elizabeth Street, Clinton, NC 28328. This location is also known as Auxiliary Services as indicated in the current extensions and hardware table shown above. Clinton City Schools lights fiber to all locations at 10Gbps except the College Street Multipurpose Building and Central office which are lit at 1Gbps.

Clinton City Schools operates the current VoIP solution using the network connections described above and believes the network can support any proposed VoIP solutions. If a vendor has concerns about the viability of integrating and installing their proposed system into the existing data network, the vendor is responsible to completing a network assessment at no cost to Clinton City Schools to verify viability. Respondent will provide all results of the assessment including necessary network maps, specification thresholds, specific problem areas and the recommended solution and cost for each. The vendor is responsible for scheduling a mutually agreed upon date for the assessment and any walk-throughs that the vendor may deem necessary.

Cabling

The respondent will be responsible for cable connections from the hosted VoIP system to any communications equipment required to be installed at the network operations center. Respondent is responsible for re-termination of services from existing system to the new VoIP system. Any additional cabling/wiring needed by the Respondent to complete the installation should be included as part of the RFP response.

Required Services

Unified Messaging - The District envisions a VoIP system that provides four-digit dialing between locations, a centralized voice mail system that can be used transparently by all locations, and the ability for all locations to appear to be part of a single phone system.

Call Accounting System - A Call Accounting System (CAS) is required and must be part of the base proposal for this system. The CAS must include Call Dialing Report (CDR) for inbound, outbound and internal calls and usage reports for all types of

inbound, outbound and internal calls. Specifically, Clinton City Schools is concerned with the ability to track calls received/placed and metrics for call length, number of calls unanswered going to voicemail, and dropped calls.

911 Services - Emergency 911 Services are mandated for this system. The vendor shall provide a solution for 911 dialing from within the network that achieves all of the expected performance of a 911 system without substantially changing any of the expected normal operations of the system. If a staff person currently presses 911, it is expected that they will continue to perform the same activity and achieve the same result. Optional capabilities expected from the emergency call procedure are the ability to notify administrative users automatically when a 911 call is placed.

Other Services

Clinton City Schools is interested in integration of the proposed system with Google Applications and/or on-premise Active Directory Servers. The vendor shall propose any possible options to achieve this with full functionality and with minimal impact on services. Preferably, users can opt to manage voicemail messages only in their email inbox and not on phone handset.

Feature Set and Technical Requirements

The list below is a partial list of features that have been requested. It is provided as a baseline and as a starting point for the expected operations of the system. Clinton City Schools expects the successful vendor will have had experience with other school districts of similar size and will be able to provide consulting advice, input and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system.

- Administration Portal that allows Clinton City Schools to manage the system
- Port existing numbers from current solution to new system
- Call Accounting Systems (CAS)
- Automated after-hours attendant for site/department main lines with dial by name capability
- Capability to set business hours and after-hours automated attendant messages for main lines
- Capability to store multiple voicemail greetings for individual lines
- Capability to set an auto-timed “out of the office” greeting
- Capability to prevent direct inward dial to classroom extensions if possible
- Line hold music (with the possibility of Clinton City Schools providing the audio file)
- Missed call notification
- Call forwarding
- Dial-by-name directory for those that want to bypass the operator and go straight to an individual
- Capability to create hunt groups for departments with main phone numbers
- Quick call transfer options, preferably without the requirement to announce transferred calls
- Voicemail
- Voicemail to Email with notifications and ability to manage voicemail separately from the handset
- Voicemail forwarding
- Capability to dial into the system from anywhere and check voicemail
- Capability to forward calls to an outside cell phone number through SIM ring and/or Find Me/ Follow Me features
- Capability to send alerts to email address that voicemail is full
- Caller ID
- Capability to see caller ID of person calling when the call is transferred
- Capability for conference calls
- Capability to see call history
- Capability for phones to be placed in DND status manually
- Capability for phones to be placed in DND or “straight to voicemail” status during teacher scheduled class time

through system settings if possible

- Capability to “scrape” voicemail to avoid listening to entire message headers and message contents if possible
- Capability to set the number of rings before going to voicemail, either through the phone menus or through system settings
- Corporate directory or similar feature available through phone menus for end-users to search for system users and place calls
- Emergency 911 Services with ability to assign E911 address via admin portal and/or phone settings if possible
- Capability to record calls from handsets if possible

System Design Requirements

Clinton City Schools Technology staff will administer the system. Quoted solutions shall include training on the new VoIP system for staff in system administration. Administration of the system must be available to technical and operations staff. Respondent is to supply any/all additional equipment and software needed for the system programming and operation.

Clinton City Schools uses a 4-digit internal dialing plan and wishes to maintain current extensions if at all possible.

Interoperability with intercom systems for all-call paging is required.

Clinton City Schools currently uses the following components to integrate with existing intercom systems. Clinton High School: Algo 8301 Paging Adapter and Scheduler. Sampson Middle School: Valcom VIP-821A Enhanced Single Port Trunk Adapter, Sunset Avenue Elementary School: Valcom VIP-821A Enhanced Single Port Trunk Adapter, Butler Avenue Elementary School: Valcom VIP-821A Enhanced Single Port Trunk Adapter, L.C. Kerr Elementary School: Valcom VIP-821A Enhanced Single Port Trunk Adapter. Clinton City Schools would like to move to the Algo 8301 Paging Adapter and Scheduler (or comparable) for all schools if possible.

Potential integration with other systems e.g. Google Applications, Student Information System (NC PowerSchool), on-premise Active Directory Servers, etc. are welcomed and can be included in the proposal but must list any additional associated costs.

Security

The system should have security set features built in that allow an administrator to manage security levels of users. The system must meet all the requirements in order to be SIP compliant. The winning bidder will supply system level accounts and passwords to Clinton City Schools.

Optional Items

Clinton City Schools currently pays for 27 POTS lines through the state contract administered by NC DIT. The lines carry CenturyLink service and are primarily for fax machines, elevators, and alarm systems. Clinton City Schools welcomes respondents to include solutions to replace all POTS lines with alternative service per FCC Order 10-72A1 if available.

Clinton City Schools currently routes faxes to fax Konica Minolta copiers, but features like Fax/eFax Management/Fax to email/Fax Server may be presented as options to consider. The vendor is welcome to present other options in their proposal that may be advantageous to the district.

Clinton City Schools is providing existing documentation for POTS lines below, but vendors responding with options to replace POTS lines with alternative service shall verify actual usage on all existing lines as part of the solution offered in an effort to remove unused lines in an effort to save costs. This service shall be performed at no additional cost to Clinton City

Schools.

List of existing POTS lines

Service/Product ID	Custom Name	Service Type	Location	Type
9105920404	LCK Fax	VOICE	NC, CLINTON, 112 KIMBROUGH RD, 28328, USA	FAX
9105921106	LCK Cafeteria?	VOICE	NC, CLINTON, 112 KIMBROUGH RD, 28328, USA	POTS
9105923953	LCK ?	VOICE	NC, CLINTON, 112 KIMBROUGH RD, 28328, USA	POTS
9105924381	LCK ?	VOICE	NC, CLINTON, 112 KIMBROUGH RD, 28328, USA	POTS
9105922878	SMS ?	VOICE	NC, CLINTON, 1201 W ELIZABETH ST, 28328, USA	POTS
9105923015	AUX Fax	VOICE	NC, CLINTON, 1201 W ELIZABETH ST, 28328, USA	FAX
9105923961	SMS ?	VOICE	NC, CLINTON, 1201 W ELIZABETH ST, 28328, USA	POTS
9105926185	SMS Fax	VOICE	NC, CLINTON, 1201 W ELIZABETH ST, 28328, USA	FAX
9105922011	CO Fax	VOICE	NC, CLINTON, 300 WESTOVER RD, 28328, USA	FAX
9105921729	BAS ?	VOICE	NC, CLINTON, 301 W BUTLER AVE, 28328, USA	POTS
9105921825	BAS ?	VOICE	NC, CLINTON, 301 W BUTLER AVE, 28328, USA	POTS
9102990257	CHS Cafeteria?	VOICE	NC, CLINTON, 340 INDIAN TOWN RD, 28328, USA	POTS
9102995161	CHS Elevator?	VOICE	NC, CLINTON, 340 INDIAN TOWN RD, 28328, USA	POTS
9102995162	CHS Elevator?	VOICE	NC, CLINTON, 340 INDIAN TOWN RD, 28328, USA	POTS
9102995163	CHS Fire Alarm?	VOICE	NC, CLINTON, 340 INDIAN TOWN RD, 28328, USA	POTS
9102995164	CHS Fax	VOICE	NC, CLINTON, 340 INDIAN TOWN RD, 28328, USA	FAX
9105902965	CHS?	VOICE	NC, CLINTON, 340 INDIAN TOWN RD, 28328, USA	POTS
9105923182	CHS ?	VOICE	NC, CLINTON, 340 INDIAN TOWN RD, 28328, USA	POTS
9105921216	SAS ?	VOICE	NC, CLINTON, 505 SUNSET AVE, 28328, USA	POTS
9105922292	SAS Fax	VOICE	NC, CLINTON, 505 SUNSET AVE, 28328, USA	FAX
9105925128	SAS ?	VOICE	NC, CLINTON, 505 SUNSET AVE, 28328, USA	POTS
9105928410	SAS ?	VOICE	NC, CLINTON, 505 SUNSET AVE, 28328, USA	POTS
9102990079	CS Fire Alarm?	VOICE	NC, CLINTON, 606 COLLEGE ST, 28328, USA	POTS
9102990936	CS Fire Alarm?	VOICE	NC, CLINTON, 606 COLLEGE ST, 28328, USA	POTS
9102995013	CS Fire Alarm?	VOICE	NC, CLINTON, 606 COLLEGE ST, 28328, USA	POTS
9102995030	CS ?	VOICE	NC, CLINTON, 606 COLLEGE ST, 28328, USA	POTS
9105922183	BAS Fax	VOICE	NC, CLINTON, 606 COLLEGE ST, 28328, USA	FAX
9105922498	CHS Field House	VOICE	NC, CLINTON, 606 COLLEGE ST, 28328, USA	POTS

CLINTON CITY SCHOOLS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Bid Sheet

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal 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 1 felony.

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

Base Bid

1 Year Term

Unit cost per "teacher" extension per month	
Unit cost per "admin" extension per month	
Taxes, surcharges and/or fees per extension per month	
Total calculated monthly charge for all services	
Total non-recurring (one-time) charges (setup, training, etc.) if applicable	

3 Year Term

Unit cost per "teacher" extension per month	
Unit cost per "admin" extension per month	
Taxes, surcharges and/or fees per extension per month	
Total calculated monthly charge for all services	
Total non-recurring (one-time) charges (setup, training, etc.) if applicable	

5 Year Term

Unit cost per “teacher” extension per month	
Unit cost per “admin” extension per month	
Taxes, surcharges and/or fees per extension per month	
Total calculated monthly charge for all services	
Total non-recurring (one-time) charges (setup, training, etc.) if applicable	

Optional POTS Line Replacement Bid

1 Year Term

Unit cost per alarm line per month	
Unit cost per elevator line per month	
Unit cost per fax line per month	
Taxes, surcharges and/or fees per line per month	
Total calculated monthly charge for all services	
Total non-recurring (one-time) charges (setup, training, etc.) if applicable	

3 Year Term

Unit cost per alarm line per month	
Unit cost per elevator line per month	
Unit cost per fax line per month	
Taxes, surcharges and/or fees per line per month	
Total calculated monthly charge for all services	
Total non-recurring (one-time) charges (setup, training, etc.) if applicable	

5 Year Term

Unit cost per alarm line per month	
Unit cost per elevator line per month	
Unit cost per fax line per month	
Taxes, surcharges and/or fees per line per month	
Total calculated monthly charge for all services	
Total non-recurring (one-time) charges (setup, training, etc.) if applicable	

CLINTON CITY SCHOOLS
STANDARD ADDENDUM FOR CONTRACT SERVICES
Effective June 7, 2016

This contract addendum shall be attached to and incorporated by reference as an integral part of each contract for Contract Services entered into by the Clinton City Schools ("SCHOOL UNIT") and any personal or professional services contractor ("CONTRACTOR").

1. **Iran Divestment Act.** Contractor shall complete the attached Iran Divestment Act Certification which is incorporated herein by reference.
2. **Lunsford Act.** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school.
3. **E-verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

SIGNATURES

SCHOOL UNIT:

Signature

Date

Printed Name

Title

CONTRACTOR:

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY G.S. 147-86.59

1. As of the date written below, the undersigned certifies that:
 - a) He or she is authorized by The Center for International Education, Inc. dba Participate to make this certification; and
 - b) The Center for International Education, Inc. dba Participate, as a person defined in G.S. 147-86.57(6) is **not** currently identified by the State Treasurer pursuant to G.S. 147-86.58(1).

Signature

Date

Printed Name

Title

Or:

2. As of the date written below, the undersigned certifies that:
 - a) He or she is authorized by [name of Contractor] to make this certification, and
 - b) [Name of Contractor], as a person defined in G.S. 147-86.57(6) is identified by the State Treasurer pursuant to G.S. 147-86.58(1).

Signature

Date

Printed Name

Title

And:

3. [Name of Contractor] claims an exception from the restrictions on State contracts under the Iran Divestment Act pursuant to G.S. 147-86.61, and submits relevant materials supporting its claim together with this Certification for the State's evaluation and consideration.
- 4.

Signature

Date

Printed Name

Title

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, 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.”

INSTRUCTIONS FOR QUOTES

1. **READ, REVIEW AND COMPLY:** It shall be the offeror’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE OF OFFERORS:** All quotes are subject to provisions of the instruction for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the Clinton City Schools General Contract Terms and Conditions for Lease Agreement.

Clinton City Schools object to and will not evaluate or consider any additional terms and conditions submitted with this quote. This applies to any language appearing in or attached to the document as part of the offeror’s response. **DO NOT ATTACH ANY ADDITIONAL TERMS OR CONDITIONS.**

By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
OFFEROR: Company, firm, corporation, partnership, individual, etc., submitting to a Request for Quotes.
TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **TABULATIONS:** Tabulations of bid prices only will be available 5 business days after the opening of the bid. Bid documents may be requested via email.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quotes allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **TRANSPORTATION CHARGES:** FOB Destination. All transportation/freight charges must be incorporated in bid price and not as separate item.
9. **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 offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
10. **ORDER OF PRECEDENCE:** In case of conflict between specific provisions in this quote, the order of precedence shall be (1) special terms and conditions specific to this quote, (2) specifications, (3) Clinton City Schools General Contract Terms and Conditions for Lease of Equipment, and (4) Instructions for Quotes.
11. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this quote, each offeror must submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Quotes which do not comply with these requirements will be subject to rejection.
12. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State of North Carolina to encourage and promote the purchase of products with recycled content to the extent economically practical, 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 packing of commodities purchase. 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 the purchasers of Clinton City Schools those products or packaging they offer which have recycled content and that are recyclable.

13. **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 user directly. Any and all revisions to this document shall be made only by written addendum from the Purchasing Department, Clinton City Schools. The offeror is cautioned that the requirements of this quote can be altered only by written addendum and that verbal communications from whatever source are of no effect.
14. **ACCEPTANCE AND REJECTION:** Clinton City Schools reserves the right to reject any and all quotes, to waive any informality in quotes and, unless otherwise specified by the offeror, to accept any item in the quote. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
15. **REFERENCES:** Clinton City Schools reserves the right to require a list of users of the exact item offered. Clinton City Schools may contact these users to determine acceptability of the quote.
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #77, Clinton City Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, and the disabled, and by disabled business enterprises.
17. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance made of the best quote most advantageous to the Clinton City Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the quote; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the Clinton City Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the Clinton City Schools or the offeror, the Clinton City Schools reserves the right to accept any item or group of items on a multi-item quote.

Award of contract will be indicated by the issuance of a signed Purchase Order.

In addition, on TERM CONTRACTS, Clinton City Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical area; other factors deemed by Clinton City Schools to be pertinent or peculiar to the purchase in question.
18. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Clinton City Schools will consider keeping trade secrets which offeror does not wish disclosed confidential. Each page will be identified in boldface at top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as trade secret, the determination whether it is or not will be determined by the North Carolina law.
19. **TAXES:** Any applicable taxes shall be invoiced as a separate line item.
20. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of quote opening. Otherwise the samples will become School property. Each individual sample must be labeled with the offeror's name, quote number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
21. **MISCELLANEOUS:** Masculine pronouns will be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural or vice versa.
22. **QUALIFICATION:** Person or entity making offer should have all necessary state required licenses, certificates, or any other papers or qualifications deemed necessary to complete the job.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Clinton City Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Clinton City Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Clinton City Schools.
2. **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 contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Clinton City Schools 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 contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
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 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.
5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Clinton City Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Clinton City Schools 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.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **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.
11. **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.
12. **PATENT:** The contractor shall hold and save Clinton City Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21.
15. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor'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 contractor, Clinton City Schools may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE COVERAGE:** During the term of the contract, the contractor 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 contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation:** The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor 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 \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

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 \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor 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 contractor 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 contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, 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 contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
19. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
20. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to Clinton City Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** Clinton City Schools shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Clinton City Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Clinton City Schools shall occur not later than 15 days after the receipt by Clinton City Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **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.

“By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- 1) have a contract with a governmental agency; or
- 2) have performed under such a contract within the past year; or
- 3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”