

Solicitation (IFB, RFP, RFQ) No.

Bidder/Offeror: _____

Bidder/Offeror ID #: _____ {Federal Employer Identification Number or alternate identification number (e.g., Social Security Number)}

I. ATTENTION TO BIDDER/OFFEROR

Please read carefully the following notes before moving forward:

- 1) This page is to be filled out and returned with your bid. Failure to do so may subject your bid to rejection.
- 2) Federal Employer Identification Number or alternate identification number must be provided above. The number is used for internal processing, including bid tabulation. Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.
- 3) No bids will be accepted unless the following documentation is attached: price quote and specification/description sheet.
- 4) No handwritten price quotes will be accepted.
- 5) Please see attached certification of eligibility under the Iran Divestment Act that must be signed. Failure to comply and sign the certification of eligibility under the Iran Divestment Act will subject your bid to rejection.
- 6) Proposal Contents
 - a. Cover letter identifying vendor, including legal name of vendor, address, telephone number, type of business entity (e.g. corporation, partnership)
 - b. Name and contact information for Bidder's principal point of contact
 - c. Completed and signed execution page
 - d. Completed pricing proposal bid form
 - e. Final bid(s) must include all taxes and/or fees.
 - f. All items must be bid Freight on Board (FOB), meaning the shipping is prepaid and included in the bid price.
- 7) All proposals shall be labeled "**BID NO.** - CTE desktops and monitors"
- 8) **Sealed bids must be mailed or delivered to:** Pitt County Schools - Sealed Bid, ATTN: Kali Beach, 1717 W 5th St, Greenville, NC 27834.
- 9) It is the sole responsibility of the Bidder to submit its proposal by the due date. Late proposals will not be opened or considered.

BIDDER:

Pitt County Schools 1717 West Fifth Street, Greenville, N.C. 27834	INVITATION FOR BIDS NO.
	Bids will be opened:
	Contract Type: Open Market Solicitation
Refer <u>ALL</u> Inquiries to: Jared Harris Telephone No. 252-830-4221	Commodity: Lenovo Desktops or equivalent & Lenovo Monitors or equivalent
E-Mail: harrisj2@pitt.k12.nc.us	Using Agency Name: Pitt County Schools
(See page 3 for mailing instructions.)	Agency Requisition No.

Commodity For Which Bid is Being Requested:

Pitt County Schools ("PCS") is seeking a proposal to obtain via purchase: desktops and monitors for the CTE department that meets or exceeds the specifications provided herein.
A quote (A) for 133 desktop computers
A quote (B) for 133 computer monitors

*See minimum specifications on page 5

**No remanufactured or used equipment will be accepted.

More detailed specifications on the commodity for which bids are being requested can be found on page 5 of the Invitation for Bids.

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (1717 West Fifth Street, Greenville, NC 27834) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 3 for proper mailing instructions. **Due to COVID-19 and occupancy restrictions, the bid opening will not be public.** Refer to page 4 for instructions on how to access the bid tabulation on the North Carolina Department of Administration (NCDOA) website.

Bids submitted via telegraph, fax machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable.

Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

BIDDER:

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

BIDDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
N.C.G.S. § 133-32 prohibits 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.		
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 7).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by Pitt County Schools, an authorized representative shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR PITT COUNTY SCHOOLS USE ONLY

Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,
by _____ (Authorized representative of Pitt County Schools).

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. **Late bids are not acceptable.**

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. Pitt County Schools Attention: Kali Beach 1717 West Fifth Street Greenville, N.C. 27834	BID NO. Pitt County Schools Attention: Kali Beach 1717 West Fifth Street Greenville, N.C. 27834

TABULATIONS: The Division has implemented an Interactive Purchasing System that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the Solicitations and Bid Opportunities icon, click on Search, enter the bid number, and then click search. Tabulations will normally be available at this web site not later than five working days after opening. Lengthy tabulations may not be available on the Internet and requests for these verbally or in writing cannot be honored.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: <http://www.pandc.nc.gov/>.

II. TECHNICAL SPECIFICATIONS

A. Desktop Computers

- Lenovo Thinkstation P3 W880 Desktop Computer or equivalent - quantity 133
- Ultra Small Form Factor or Small Form Factor Preferred
- Include Windows 11 Education license (64-bit)
- Min 16GB memory
- Min 512GB SSD storage
- Processor type - Intel i7/Ultra 7 – 11th Gen or newer
- Processor speed - 2Ghz or faster with SSE 4.2
- Nvidia RTX A400 GPU with minimum 4GB Vram (or equivalent)
- Must meet the current “Recommended” specifications for running the Adobe Suite line of products; particularly Adobe Photoshop, After Effects, Lightroom, and InDesign
- Comes with Keyboard, Mouse, and Power Cables
- Includes Extended 60-month Hardware Warranty

B. Computer Monitors

- Lenovo 24' LCD or equivalent - quantity 133
- Must be 24' in screen size or larger
- 1080p Resolution or Greater
- Must include required cables to connect to aforementioned desktops
- Standard OEM 12-Month Warranty

III. OTHER REQUIREMENTS

Extended Warranty

PCS requires extended warranties for CTE computers. Full details of insurance coverage is required in proposals. It must include:

- Full description of terms and conditions of insurance coverage.
- Extended warranty coverage on all desktops through August 2031.
- The proposal must list component coverage limitations, if any.
- Warranty coverage must contain the ability to send units to the manufacturers repair depot or request a certified on-site technician.

References

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

North Carolina State Contract 204A

Bidders must be approved by NCDPI on the North Carolina State Contract 204A.

<https://files.nc.gov/ncdit/documents/files/204A-web-summary.pdf>

IV. EVALUATION AND AWARD

AWARD CRITERIA:

Contract award will be based on the following criteria to the lowest responsible bidder:

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

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

BID EVALUATION:

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

DEVIATIONS:

Any deviations from specifications and requirements herein must be clearly pointed out by the Bidder. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and the successful Bidder will be held responsible therefore. Deviations must be explained in

detail below or on an attached sheet. However, no implication is made by PCS that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

MAKE AND MODEL:

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

V. PRICING PROPOSAL BID FORM

Item	Quantity	Description	Brand & Model	Unit Price	Total Extended Price
1	133	Lenovo Desktops or equivalent			
2	133	Lenovo Monitors or equivalent			
				Subtotal	
				Tax	
				Total Bid	

**** No remanufactured or used equipment will be accepted.**

NO bids will be accepted unless the following documentation is attached: All items listed above.

NO handwritten price quotes will be accepted.

VI. INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions.
Pitt County Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
BIDDER: Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
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.
STATEWIDE TERM CONTRACT: A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
AGENCY SPECIFIC TERM CONTRACT: A Term Contract for a specific agency.
OPEN MARKET CONTRACT: A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders 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. **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 bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Pitt County Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **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. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** Pitt County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** Pitt County Schools reserves the right to require a list of users of the exact item offered. Pitt County Schools may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **AWARD OF CONTRACT:** As directed by statute, and as solely determined by Pitt County Schools, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to Pitt County 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 bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the standardization or compatibility with Pitt County Schools operations; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Pitt County Schools to be pertinent or peculiar to the purchase in question.

Unless otherwise specified by Pitt County Schools or the bidder, Pitt County Schools reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, Pitt County 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 areas; other factors deemed by Pitt County Schools to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Pitt County Schools 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.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Pitt County Schools will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become Pitt County School's property. Each individual sample must be labeled with the bidder's name, bid 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.
19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless Pitt County School's purchasing representative contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of Pitt County Schools, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

NORTH CAROLINA AND FEDERAL GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Pitt County Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Pitt County Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Pitt County Schools.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

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. Pitt County 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.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. In addition, contractor agrees to the following:

- a. Should contractor be the winning bidder and breach any provision of its Agreement with Pitt County Schools, it agrees that any breach of the provisions of this Agreement shall result in serious and irreparable injury to Pitt County Schools for which Pitt County Schools cannot be adequately compensated by monetary damages alone. Contractor agrees, therefore, that, in addition to any other remedy Pitt County Schools may have, Pitt County Schools shall be entitled to enforce the specific performance of this Agreement by contractor and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages or posting a bond.
- b. Should contractor be the winning bidder, it agrees that its contract with Pitt County Schools may be terminated by the school system at any time for any reason or no reason. To terminate the contract for convenience, Pitt County Schools must provide a thirty (30) day notice to Contractor using the address provided for notices. In the event of termination, Pitt County Schools shall pay for all services provided to and accepted by the School System prior to the effective date of termination, and all work in progress will become property of Pitt County Schools and will be turned over promptly to Pitt County Schools.
- c. It agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor will promptly disclose, in writing, to Pitt County Schools and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this Agreement or any subcontract hereunder, we have credible evidence that contractor, a principal, employee, agent, or subcontractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). We also agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds
- d. Contractor certifies that neither it nor its principals nor any subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into federally funded contracts by any federal agency or by any department, agency or political subdivision of the State of North Carolina. The term "principal" means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over contractor's operations
- e. It is required to have any subcontractors certify that they are required to comply with the provisions of Title 31, U.S.C. 1352, the Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. By bidding, contractor also certifies that it has not and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

f. It must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

g. It may not utilize any equipment, service, or system; covered telecommunications equipment or services as a substantial or essential component of any system; or critical technology as part of any system that is produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, any company that the Secretary of Defense in consultation with the DNI or FBI reasonably believes is an entity owned, controlled by, or otherwise connected to, the government of a covered foreign country, and/ or any subsidiary or affiliate of such entities.

h. It must, to the greatest extent practicable, utilize goods, products, or materials produced in the United States at all stages of production.

i. If the contract is awarded, contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

j. If the contract is awarded, Contractor agrees that it will not discriminate on the basis of race, color, national origin, sex, disability, age, veteran status, or reprisal or retaliation for prior civil rights activity and will comply with all federal civil rights laws and Pitt County Board of Education regulations and policies.

6. **INSPECTION AT CONTRACTOR'S SITE:** Pitt County 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 Pitt County 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.
7. **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. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
8. **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.
9. **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.
10. **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.
11. **PATENT:** The contractor shall hold and save Pitt County 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.
12. **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.
13. **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 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
14. **ASSIGNMENT:** No assignment of the contractor's obligations nor 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, Pitt

County 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.

15. **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.

16. **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.
17. **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.
20. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
21. **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 Pitt County 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:** Pitt County 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 Pitt County Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Pitt County Schools shall occur not later than 15 days after the receipt by Pitt County 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.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.