

**CARTERET COUNTY PUBLIC SCHOOLS  
REQUEST FOR PROPOSAL**

**RFP # CCPS-201504**

**TITLE: Wireless Access Points**

**USING AGENCY: Carteret County Public Schools**

**ISSUE DATE: April 28, 2015**

**ISSUING AGENCY: Carteret County Public Schools | Technology Department**

Sealed proposals subject to the conditions made a part hereof will be received until **4:00PM, May 27, 2015** for furnishing goods and/or services described herein. Results of the proposal opening will be available upon approval by the Carteret County Board of Education. Requests for clarification of this RFP must be submitted in writing via US Postal Service or emailed to [todd.williamson@carteretk12.org](mailto:todd.williamson@carteretk12.org) and a copy to [wes.rinehart@carteretk12.org](mailto:wes.rinehart@carteretk12.org). Any such request must be received by the Director of Technology at 107 Safrit Drive, Beaufort, North Carolina, 28516, by **4:00PM, May 20, 2015** local time. The Director of Technology will make a response or determination of each request made by a proposer pursuant to this procedure. The written response or determination will be posted on [www.carteretcountyschools.org/bids](http://www.carteretcountyschools.org/bids) under its respective section.

**The Carteret County Board of Education has the right to reject any and/or all proposals.** Any proposals received after **4:00PM, May 27, 2015** will not be considered for inclusion. Your proposal must conform to the specifications listed below or it will be rejected.

Proposals must be sealed and submitted to: Carteret County Public Schools, Attn: Kathy Carswell, Finance Dept., 107 Safrit Drive, Beaufort, NC 28516. The name of the proposer and the wording **“RFP # CCPS-201504”** must be on the outside of the sealed package. The proposals must include one (1) original and one (1) copy. An electronic copy is to be included the package as well.

**SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:**

**IMPORTANT NOTE:** Indicate firm name (“Technical Proposal” or “Cost Proposal”) (*if applicable*), and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above. **NO RFP’S WILL BE ACCEPTED BY EMAIL.**

Direct all inquiries for this RFP to:

**Todd Williamson**  
**Director of Technology and Science**  
**Carteret County Public Schools**  
**Phone: 252-728-4583 ext. 1160**  
**Email: [todd.williamson@carteretk12.org](mailto:todd.williamson@carteretk12.org)**

**Wes Rinehart**  
**Director of Technical Support Services**  
**Carteret County Public Schools**  
**Phone: 252-728-4583 ext. 1159**  
**Email: [wes.rinehart@carteretk12.org](mailto:wes.rinehart@carteretk12.org)**

Send all proposals for this RFP to:

**RE: RFP # CCPS-201504**  
**Kathy Carswell**  
**Finance Department**  
**Carteret County Public Schools**  
**107 Safrit Drive**  
**Beaufort, NC 28516**

## INTRODUCTION

Carteret County Public School System is looking to enhance a wireless network environment for staff and student users, adding additional capacity to take advantage of a 1:1 computing initiative. Chromebooks have been determined to be the device most suitable for the current needs of the school district. With the expansion of device availability in the classroom, additional wireless access must be provided. Aerohive Networks is the current wireless provider.

We are seeking qualified responder(s) to supply the following Goods and/or Services. This equipment must comply with the following **MINIMUM** specifications:

### Wireless Access Points – QTY 23 – Specs:

1. Aerohive AP230 (Mfr Part #: AH-AP-230-AC-FCC) or Aerohive equivalent with:
  - a. Two (2) radios, 3x3:3
  - b. 802.11a/b/g/n/ac standards compliance
  - c. Two (2) 10/100/1000 Ethernet backhaul ports
  - d. No power supply
  - e. Wall-mount / ceiling-mount brackets
2. Aerohive HiveManager Online Express / Enterprise license (Mfr. Part #: AH-HMOL-EDU-8x5-5YR-AC-230):
  - a. Five (5) year subscription term for Aerohive AP230
  - b. Include 8x5 phone support, software subscription, and customer portal access

### Network Cabling & Professional Services – Specs:

1. Install / mount twenty-three (23) new Aerohive AP230 access points where specified.
2. Move and remount thirty-seven (37) existing Aerohive access points where specified.
3. Install sixty (60) CAT6a network cabling drops – two (2) cables per drop, for one-hundred-twenty (120) total cables
4. Conduct both 2.4GHz and 5GHz active and passive wireless surveys
5. Provide professional documentation and final reports for wireless surveys and cabling installation.

We are also seeking all of this equipment to be installed and configured as laid out in the **Scope of Work** section below.

**\*\*Note: Proposals should include shipping charges and NC sales tax.**

## SCOPE OF WORK.

1. Coordinate with designated Carteret County Public School personnel throughout the entire procurement, delivery, planning and post-sale cycle.
  2. Clear identification of policies and procedures for returning any items damaged in shipping with estimated turn around times for replacement items.
  3. Clear identification of policies and procedures for warranty return, repair, replacement, and advanced replacement (if offered).
  4. All work specified in this RFP must start by **June 3, 2015** and must be completed by **July 6, 2015**.
  5. **Carteret County Public Schools is seeking the following mandatory technical requirements:**
  6. Install / mount twenty-three (23) new Aerohive AP230 access points where specified.
  7. Move and remount thirty-seven (37) existing Aerohive access points where specified.
  8. Install new CAT6a network cable drops (total footage may vary):
    - a. Run two (2) CAT6a cables per drop – sixty (60) total drops (one-hundred-twenty (120) total cables)
    - b. Terminate cabling (end A) with CAT6a connectors and connect to all new and existing Aerohive APs
    - c. Install new CAT6 network patch panels as necessary
    - d. Terminate cabling (end B) to new CAT6a patch panels in network racks
    - e. Connect patch panel with new CAT6a patch cabling to PoE switch
    - f. Validate with Carteret County Schools' staff that all Aerohive APs are operational
- Provide professional documentation and reports:
- g. Conduct active and passive 2.4GHz and 5GHz wireless surveys. Provide detailed reports containing:
    - i. Updated wireless survey heat maps
    - ii. Engineer's conducted survey path
    - iii. RSSI, SNR, Noise, Interferers documentation
    - iv. Copies of original survey files in AirMagnet file format
  - h. Provide schematics / Visio drawings of new network cabling drop pathways in building plans throughout.
9. Vendor must properly procure and install all of the equipment and supplies as specified and as agreed upon by the Carteret County Public Schools technical staff. After installation, proper functionality and operations to Schools' staff satisfaction is required.
  10. Vendor must provide all tools and supplies, including, but not limited to: hooks, hangers, straps, connectors, cabling, and any other supplies or hardware needed for installation of all network drops, to complete this project as defined, and will be provided at the sole cost of the Vendor awarded this contract.
  11. Vendor must provide offsite trash removal and supply an asset manifest.
  12. Vendor may not sub-contract any portion of labor or professional services for the installation of cabling, installation of equipment, wireless surveys, or the creation of documentation or reports without prior and evaluation and approval of Carteret County Schools. Carteret County Schools reserves the right to deny the use of any sub-contracted labor.

**THE PROCUREMENT PROCESS.** The following is a general description of the process by which a firm will be selected to provide the products.

1. Request for Proposal (RFP) is issued to prospective contractors.
2. Proposals in at least one original will be received from each vendor in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. Proposals must be valid for a minimum period of **ninety (90) Total Days** from proposal submission date of **May 27, 2015**.
3. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
4. At their option, the evaluators may request oral presentations or discussion with any or all vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the vendor.
5. Proposals will be evaluated according to cost, completeness, content, experience with similar projects, ability of the vendor and its staff. Award of a contract to one vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the County.
6. Vendors are cautioned that this is a request for offers, not a request to contract, and the County reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the County.

## PROPOSAL REQUIREMENTS.

1. **The response to this RFP shall consist of the following sections:**

- a. Corporate Background and Experience.
- b. Project Staffing and Organization.
- c. Technical Approach.
- d. Cost Proposal Sheet and Cost Proposal Details (Appendix A)

2. **Corporate Background and Experience.** This information should include, at the minimum, the following information.

- a. Must have a Dun and Bradstreet listing.
- b. Be able to provide client references for a minimum of the last three (3) projects of similar size and scope.
- c. Be able to provide proof that the company is an authorized reseller for the product that will be purchased.

3. **Project Staffing and Organization.**

- a. Carteret County Public Schools must be provided with a dedicated account staff with a project manager.
- b. Vendor will identify members of their company who will be assigned to this project by name and will provide all of their contact information.

4. **Technical Approach.** The vendor must meet the following:

- a. Provide the narrative of the proposed solution. Clearly state understanding of the business problem presented by this RFP and the response to mandatory and desired technical specifications in the exact order in which the performance criteria is presented in the RFP.
- b. The Responder should offer a complete listing of all Manufacturer Maintenance Plans available, by product category, to include but not necessarily be limited to: drop shipped advanced replacements of parts, software patches and revisions issued to resolve known defects or vulnerabilities, access to online and live body technical assistance, advanced replacement of parts which requires installation/software configuration support to facilitate replacement. The Responder may offer different discounts for manufacturer maintenance plans by product categories offered.
- c. Must have client extranet that is accessible 24 hours a day, 7 days a week, and 365 days a year (not withstanding maintenance periods). This extranet at a minimum should be able to provide the following:
  - i. Complete purchase history.
  - ii. Serial Numbers for major component items purchased.
  - iii. Ability to order/research items online – catalog.
  - iv. Ability to track shipments; get shipping information when items are purchased.
  - v. List of all vendor contacts assigned to the account.
  - vi. Ability to send message to the dedicated support staff directly from the extranet.
- d. Must provide information regarding location of technical support staff. The location of the technical support staff will be taken into consideration; we would prefer they are located within North America.
- e. Must be capable of providing pre-sales engineering support either onsite or long distance as needed.
- f. Must have the ability to bring in major vendor technical representatives via teleconference as needed.

**COST PROPOSAL/EXECUTION OF PROPOSAL.** By submitting this proposal, the potential contractor certifies the following

- a. This proposal is signed by an authorized representative of the firm.
- b. It can obtain insurance certificates as required within 10 calendar days after notice of award.
- c. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- d. All labor costs, direct and indirect, have been determined and included in the proposed cost.
- e. The vendor can and will provide the specified performance bond or an alternate performance guarantee (*if requested*).
- f. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

If this proposal is accepted, the undersigned (in compliance with this Request for Proposal and subject to all conditions herein) offers and agrees to furnish the products or services (if applicable) within **ninety (90) Total Days** from the date of the proposal submission.

VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Principal Place of Business if different from above:

\_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Typed or printed name)

\*\*\*\*\*

ACCEPTANCE OF PROPOSAL – *Carteret County Public Schools*

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**

Unsigned proposals will not be considered.

**COST SHEET**

This sheet must also be included with all proposals. Please list the total cost associated with each indicated line as all inclusive. The sum total must match the total proposal cost. Please list the collective Sales Tax & Shipping Charges for all items separately on the space provided.

Wireless Access Points – **QTY 23**

Cost: \_\_\_\_\_

Network Cabling

Cost: \_\_\_\_\_

Professional Services

Cost: \_\_\_\_\_

Shipping & Handling for ALL Items

Cost: \_\_\_\_\_

Sales Tax for ALL Items

Cost: \_\_\_\_\_

**TOTAL PROPOSAL COST**

Cost: \_\_\_\_\_

**\*APPENDIX A – Proposal Costs Detail MUST also be supplied with proposal in ADDITION to this Cost Sheet**

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

- 1. EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of a vendor's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.

Vendor specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

- 2. CERTIFICATION:** By executing the proposal, the signer certifies 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 I felony.
- 3. ORAL EXPLANATIONS:** The County shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- 4. REFERENCE TO OTHER DATA:** Only information that is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
- 5. ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- 6. COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendors in preparing or submitting offers are the vendors' sole responsibility; Carteret County will not reimburse any vendor for any costs incurred prior to award.
- 7. TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer, which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays and for approval by the Carteret County Board of Education.
- 8. TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
- 9. CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the vendor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Vendors not in compliance with this provision may be disqualified, at the option of the County, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
- 10. RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendors shall become the property of the County when received.
- 11. VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 12. SUBCONTRACTING:** All subcontractors must be agreed on by the County. Vendors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
- 13. PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the vendor does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal, which is to remain confidential, shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

- 14. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Carteret County 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.
- 15. PROTEST PROCEDURES:** When a vendor wants to protest a contract awarded by the Technology Division by an agency over \$35,000 resulting from this solicitation, they must submit a written request to the Office of Information and Technology, 107 Safrit Drive, Beaufort, NC 28516. This request must be received within thirty (30) consecutive calendar days from the date of the contract award. When a vendor wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$35,000 for any agency, 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. Contract status and Award notices are posted on the web at <http://www.carteretcountyschools.org/>.



**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS  
(Contractual and Consultant Services)**

**NOTE: For “Agency”, substitute “Department”, “University”, etc., as applicable.**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **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
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency’s Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor’s proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency’s Contract Administrator. Acceptance of a vendor’s proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the County may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The County reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to the County.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by *30 days* notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **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.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the County for loss of damage of such property.

- 11. COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- 12. ACCESS TO PERSONS AND RECORDS:** The County Auditor shall have access to persons and records as a result of all contracts or grants entered into by County agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
- 13. 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, the County may:
- a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
- 14. COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 15. AFFIRMATIVE ACTION:** The Contractor shall 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.
- 16. INSURANCE:** 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 subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its 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.

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. ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of Carteret County as part of any commercial advertising.
- 18. ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 19. AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The Carteret County Finance Office shall give prior approval to any amendment to a contract awarded through that office.
- 20. TAXES:** 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 proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- 21. YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
- 22. GENERAL INDEMNITY:** The contractor shall hold and save Carteret County, 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 tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the County has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of contractor goods to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

**APPENDIX A**

Please use the following format for submitting Proposal Costs Details

Item#	Product / Service	Quantity	List price	Discount	Shipping & Handling	Sales Tax	Total Cost

Total Proposal Cost: