

The Magellan Charter School Request for Proposal

Wireless Network Equipment
RFP Identifier: MCS.RFP.2012.1
Bidding Document
December 15, 2011

This information shall not be duplicated or used, or disclosed in whole or in part, for any purpose other than to evaluate the proposal; provided, that if a contract is awarded pursuant to this proposal, The Magellan Charter School shall have the right to duplicate or use this data or disclose the information contained therein to any extent required.

Completed bidding documents are due before 10:00 a.m. local time on Wednesday, February 29, 2012 at which time submissions will be publicly opened and read aloud at the Administrative Office of The Magellan Charter School, 9324 Baileywick Road, Raleigh, North Carolina.

The Magellan Charter School Request for Proposal

Summary

Magellan Charter School (“Magellan”) operates at a single site with a total enrollment of approximately 400 students, grades 3 – 8, and 50 teachers and administrative staff. Magellan is planning a one computing device per student (1:1) initiative. The successful implementation of the infrastructure identified in this RFP is critical to meeting the instructional goals of the Magellan 1:1 initiative.

Magellan is soliciting proposals for a wireless local area network (WLAN) from a Vendor registered with the Universal Service Administrative Company (USAC) to provide Internal Connections and Basic Maintenance E-Rate eligible services. The requested eligible services include cabling/connectors, data distribution components (wireless access points, wireless LAN controllers, and network switches), installation and configuration, and maintenance and technical support. The Vendor proposal shall include a narrative on how the proposed wireless network will support a one computing device per student initiative. The Vendor proposal shall also include equipment lists and itemized pricing as well as detailed schematics (heat maps) for the school site specifying access point locations and projected signal overlays. Hardware and software of the proposed solution shall meet or exceed current standards based wireless technology architecture and have a replacement warranty and product improvement maintenance plan for a minimum of thirty-six (36) months from date of order.

Scope of Work

The Vendor shall provide a secure wireless local area network with sufficient coverage and density to support the Magellan 1:1 initiative planned for the school’s two story building. Floor plans are included as Attachment 1.

- a. The wireless network shall be fully compliant with the IEEE 802.11 a, b, g, and n standards.
- b. 802.11n capability shall include support for the 2.4 GHz and 5 GHz frequency bands.
- c. The wireless network shall include wireless LAN Controllers with light-weight APs, Wi-Fi arrays with integrated controllers, or other control architectures to facilitate WLAN configuration and management. Controller hardware will be installed in an equipment rack provided by Magellan.
- d. The wireless network shall support a *minimum* of twenty (20) concurrent users per classroom.
- e. The wireless network shall support the extensive use of local and Internet delivered video streams.
- f. The wireless network shall support IP telephony and other voice-based applications.
- g. The wireless network shall include coverage for the administrative offices and common areas, e.g. the gymnasium.

- h. The wireless network shall support excellent connectivity and management of Apple iOS, Mac OS, and Windows-base clients.
- i. The Vendor shall install Category 6 cables from the Magellan data closet to the Vendor-provided wireless access points. The data cables shall be terminated in the data closet in a Vendor-provided 48-port Category 6 compliant patch panel.
- j. The Vendor shall test and certify the cables per industry recommended practices.
- k. The Vendor shall provide an enterprise-class L2/L3 network switch with 48 RJ-45 autosensing 10/100/1000 PoE+ ports and a minimum of two (2) 10000 uplinks.
- l. The Vendor shall conduct a post-deployment wireless site survey and provide a RF heat map as part of the Vendor documentation. The post-deployment RF heat map shall be comparable with the RF heat map included with the Vendor proposal.
- m. The Vendor shall agree to provide and install all proposed equipment between July 1, 2012 and August 1, 2012.

The Vendor shall provide a turnkey solution which includes the provision, installation, configuration, and testing of all proposed equipment.

The Vendor shall provide Maintenance and Technical Support for all eligible equipment for a period of thirty six (36) months. Maintenance and Technical Support includes the repair and upkeep of eligible hardware, basic technical support, and configuration changes. The repair of all eligible equipment must occur within seventy two (72) hours of repair authorization by Magellan.

The Magellan Charter School Request for Proposal

Summary of Costs

Bidder: Please provide your price for the provision of the hardware listed in the specification below.

Within that price please provide details of the costs attributed to maintenance for these specific items:

Equipment	Installation and Configuration	Unit Price	Qty.	Total Sales Price
Access Point Hardware:				
Controller Hardware (If applicable):				
Cabling and Patch Panel				
Enterprise-class PoE+ Network Switch				
Other equipment:				
Basic Maintenance		Unit Price	Qty.	Total Sales Price
Access Point Hardware Replacement Warranty (Maintenance Contract required)				

Controller Hardware Replacement Warranty (if applicable)				
Network Switch Hardware Replacement Warranty				

Configuration of all hardware and software must be included in the pricing above as specified in this bid. All pricing must be good for 90 days.

Total Bid price including equipment, additional hardware, software, warranty, maintenance, configuration, engineering, diagrams and documentation.	\$
--	----

The bid price as proposed includes all fees, travel, and any other costs needed to estimate the proposed solution. The bid price is firm throughout the implementation duration of the proposed solution.

The Magellan Charter School Request for Proposal

Authorization: In compliance with this RFP, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within sixty days (60) days from the date of ordering, February 29, 2012 to furnish the goods or services as stated in the bid.

I certify that the proposed bid is accurate and reflect any applicable discounts, and that the company, which I represent, will deliver the equipment and related services for this implementation.

By submission of this response, I also certify that the Bidder has read and understands all of the requirements contained in this document, and agrees to be bound by all the terms and conditions contained without exception.

Company Name:	
Authorized Signature:	
Printed Name:	
Title:	
Telephone Number:	
Date:	

THIS PAGE MUST BE SIGNED AND INCLUDED IN THE PROPOSAL.
Unsigned proposals will not be considered.

AWARD CRITERIA

While price is the major consideration, The Magellan Charter School with discretion will consider other criteria when evaluating the proposals. Maximum point values associated with the award criteria are:

- A. Overall Cost of Vendors Proposal – up to 36 points.
- B. Ability to successfully meet Magellan’s requirements as set out in this RFP- up to 34 points.
- C. References (minimum of three required) – scaled up to 10 points.
- D. Experience in K-12 community-scaled up to 10 points
- E. Optional Service Features – scaled up to 10 points

All rights are reserved to accept or reject any or all proposals presented for any reason and the right to waive any information or irregularities. All rights are reserved to award this contract to a single overall bidder on all items or to make awards on the basis of individual or groups of items, whichever shall be considered to be in the best interest of The Magellan Charter School.

The Magellan Charter School Request for Proposal

SUBMISSION OF PROPOSAL

A. Proposal information must be submitted to: (For US Postal Service* and Non-USPS Deliveries) Jeanne Munoz, The Magellan Charter School, Technology Department, 9324 Baileywick Road, Raleigh, NC 27615.

*US Postal Service deliveries (even overnight service) may be delayed one (1) or more business days. Allow extra time if using this method. Regardless of the delivery method, submitter accepts full responsibility in delivering the proposal to Magellan by deadline.

B. Sealed responses must be submitted no later than 10:00 a.m., February 29, 2012. It is the Bidder's responsibility to submit their proposal to the Technology Department by the specified date and time.

Note the following:

1. Any proposal submitted after the specified time and date will not be accepted.
2. Any proposal submitted via facsimile (fax) will not be accepted.

C. The sealed proposal package must be labeled as follows: Company Name, Date and time submitted.

D. Three (3) printed copies of the proposal are required. One (1) copy marked "*Original*" and Two (2) copy marked "*Copy*".

E. The *Original* shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

F. At the proposal opening, proposals from each responding Bidder will be opened publicly and the name of the bidders and the total bid amount offered will be announced. Interested parties are cautioned that the bid amounts and their components are subject to further evaluation for completeness, correctness, capacity, and, therefore, the announcement of bidder and bid amount may not be an indicator of the winning bid.

PROPOSAL QUESTIONS

A. Proposal questions must be submitted by email to Jeanne Munoz, Technology Coordinator, at jmunoz@magellancharter.org . Subject line must contain: Wireless RFP Question.

Site surveys may be conducted by contacting Jeanne Munoz at jmunoz@magellancharter.org to attend a vendor open house from 3:00 until 4:30 p.m. on January 23, 2012.

Questions will not be accepted after February 20, 2012.

Questions that are considered to be irrelevant or tactical to prolong the bidding process will not be responded to at the discretion of the Technology Coordinator.

B. It is the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

The Magellan Charter School Request for Proposal

PROPOSAL EVALUATIONS

A. Qualified proposals will be evaluated and acceptance made based on the best value offered to The Magellan Charter School.

B. Proposals will be evaluated according to award criteria as stated above on a sliding scale and subjective information collected in Appendices.

C. The Magellan Charter School may make such reasonable investigations as deemed proper and necessary to determine the ability of the proposed solution to meet the requirements in the RFP. Bidder to perform the work/service proposed at no cost and the Bidder shall furnish to The Magellan Charter School all such information and data for this purpose as may be requested.

D. The Magellan Charter School reserves the right to reject any proposal if the evidence submitted by, or investigation of, such that the Bidder fails to satisfy The Magellan Charter School confidence in that the proposed solution is capable to meet any requirements set forth in the RFP or the Bidder is not capable of furnishing the item(s) offered in a timely manner.

E. The Magellan Charter School reserves the right to negotiate with any bidder for requirements including equipment substitutions at or below originally bid costs. The successful bidder may be asked to participate in negotiations and make revisions to their proposal based on these negotiations.

F. This proposal does not commit to award a contract or pay costs incurred in the preparation of this proposal.

G. The Magellan Charter School may request oral presentation or discussion with any or all bidders for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, bidders are cautioned that The Magellan Charter School is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Bidder.

H. The Magellan Charter School reserves the right to accept any offer or to reject any and all offers with or without cause for any reason.

The Magellan Charter School Request for Proposal

SUMMARY OF COSTS

(Submittal #1)

Provide both a summary bill of materials to show the cost of the entire project including installation and configuration, and maintenance and technical support. A bill of materials or quote is required for the Magellan facility for validation of design and bid amounts. Costs for each individual item should be noted on the bills of materials or quote.

Attach bills of materials or quotes to bid. All taxes and fees must be disclosed.

NETWORK DIAGRAMS

(Submittal #2)

Provide network diagrams including RF heat maps for the Magellan Charter School location showing proposed placement of access points and range of signal for each access point before and after installation.

Diagrams should include signal circumference range and projected degradation based on distance for each access point installed.

EQUIPMENT WARRANTY

(Submittal #3)

Provide warranty statements by itemized list(s) of equipment that specifies replacement of defective devices for 36 months with free shipping.

TOTAL COST OF OWNERSHIP

(Submittal #4)

Provide ongoing maintenance cost projections and total support costs that will occur after the 36 month warranty period expires.

Provide Total Cost of Ownership estimates by item based on ongoing costs for maintenance and software updates over a five year period on all proposed equipment.

APPENDICES RESPONSES

(Submittal #5)

Complete and submit Appendix 1, Appendix 2 and Appendix 3.

The Magellan Charter School Request for Proposal

School and Address to be included in the proposal:

School Name:	The Magellan Charter School
Address:	9324 Baileywick Road
City:	Raleigh, NC 27615

OWNER OBLIGATIONS

The Technology Department of The Magellan Charter School will:

- A. Establish the implementation schedule.**
- B. Verify the completion of any work required in preparation for installation.**
- C. Verify receipt of all equipment and peripherals prior to installation scheduling if applicable.**
- D. Provide all electrical connections to be installed, if applicable.**
- E. Provide technical information and assistance for wireless implementation as related to cabling, infrastructure and network connectivity.**
- F. Provide scheduling of cutover downtime, when and where applicable.**
- G. Provide testing procedures and Quality Assurance checklists for the equipment acceptance.**

The Magellan Charter School Request for Proposal

For inclusion in the evaluation process, it is mandatory that potential bidders respond to the following appendices. Responses should be precise. Responses to the appendices will be evaluated as part of the award criteria.

Appendix 1: Ability to Meet the Magellan WLAN Requirements

The Magellan Charter School is preparing to implement a 1:1 computing solution for approximately 450 staff and students with varying wireless devices.

- 1). Describe how the general architecture of the proposed solution will serve current and future capacity of one computing device per staff or student (1:1) stated in the requirements section.

- 2). Describe the abilities of the proposed solution to support faculty and student owned devices that enter the environment unannounced in terms of risk management, network security and capacity.

- 3). Describe how the proposed solution will support devices in the 2.4 GHz and 5 GHz in a cooperative environment to ensure the best possible Wi-Fi experience to the end user.

- 4). Describe any load balancing and/or session monitoring capabilities that exist in the proposed solution that utilizes distributed data processing so that high bandwidth applications do not route network traffic from the edge to the core and back.

- 5). Describe any enhanced features and network functionality your proposed wireless network offers that may add value to Magellan.

- 6). Describe any high-availability features designed in the proposed solution to load balance as new access points enter the wireless topography, that offers rapid recovery and/or minimal system downtime in case of outage or early diagnostic capabilities and management functionality.

The Magellan Charter School Request for Proposal

Appendix 2: Technical Questionnaire

Please check Yes or No to the following questions.

If the question does not apply to proposed solution, leave the Yes or No columns blank. You may provide brief supplementary information as you deem appropriate to highlight features of the proposed wireless local area network (WLAN) equipment.

When providing supplementary information, reference the question number for which that information is supplied (for example: Technical Question *n* additional information where *n* is the question number).

Technical Questions

	Yes	No
1. Does proposed solution support 802.11a, 802.11b, 802.11g, and 802.11n standards?		
2. Does proposed solution conform to architecture that provides centralized configuration and control of access points?		
3. Is the proposed solution certified for Wireless Fidelity (Wi-Fi) including support for WPA, WPA2 and WMM?		
4. Does the proposed solution have features that allows fast clients high throughput without being penalized by slower clients?		
5. Does proposed solution support IEEE 802.11i network security?		
6. Does proposed solution provide WPA/PSK, WPA2/PSK and WPA2/Enterprise encryption?		
7. Does proposed solution support 802.1x standards for authentication, authorization, encryption, key exchange and access?		
8. Does proposed solution support VLAN assignment, bandwidth commitment / limiting and packet control by application?		
9. Does proposed solution support captive portal Web-based authentication, authorization and accounting (AAA)?		
10. Does proposed solution support web based WLAN device and network management capabilities?		
11. Does proposed solution provide efficient configuration, deployment and installation of the WLAN equipment?		
12. Does proposed solution require additional costs for additional licenses required to provide added functionality?		
13. Does the proposed solution support network management abilities in a NAT environment?		
14. Does the proposed solution provide an Intrusion Detection System at no additional cost?		
15. Does the proposed solution integrate with existing switched Ethernet networks that include VLAN segmentation?		
16. Does the proposed solution conform to an architecture that provides centralized configuration and control of access points?		
17. Does proposed solution provide all mounting hardware free of cost?		
18. Does the proposed solution provide outside locking mechanisms for access point physical security?		
19. Does the proposed solution support network segmentation as follows: a.) Guest – Internet only access? b.) Employee – unlimited access to LAN secured via 802.11i standards including WPA2 Enterprise support? c.) Contractor – limited access to LAN secured via 802.11i standards including WPA2 Enterprise support? d.) Video – prioritized via 802.11e? e.) Voice Over IP (VOIP) packet prioritization?		
20. Does the proposed solution support layer 2/3 client mobility without degradation of performance, reliability or security?		
21. Does the proposed solution support at least 8 SSID's per access point radio?		
22. Does the proposed solution support Fault Tolerant functionality?		
23. Does proposed solution support central management capabilities: Control, Configuration, Upgrading and Monitoring?		

24. Does proposed solution provide encrypted management access?		
25. Does proposed solution provide management capabilities over existing switched Ethernet wired infrastructure?		
26. Does proposed solution provide the following availability and performance features: a) Load balancing of users across multiple access points? b) Detection and Protection against coverage gaps/holes?		
27. Does proposed solution support WEB-based WLAN device management?		
28. Does proposed solution provide filtering and/or firewall policies applied to access points?		

Appendix 3: Company Questionnaire

1) Brief Company History

- a. How long have you been in business?
- b. How long have you been supplying the services for which you are tendering?
(Specify K-12 experience)
- c. If part of a group, how long have they been established?

**2) Company name indicating full address, telephone number, facsimile number and contact name
If part of a parent company or group give full details as per 1 above.**

3) Sub-contractors:

If sub-contractors are to be used, give details of names and addresses of each.

4) Describe problem escalation procedures and management responsibility if any problems occur with equipment during warranty period. Provide toll free number that can be called for questions or concerns of wireless network equipment or warranties.

5) References:

Please supply the names and addresses of three public education (K-12 preferred) organizations together with a contact name and telephone number for whom you have supplied similar services in the last two years. List organizations and contact information of installations where the proposed equipment has been installed that is similar in size, scale, function or character to the proposed equipment.

The Magellan Charter School Request for Proposal

ADDITIONAL INFORMATION

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. The Magellan Charter School 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.

4. EXECUTION: Failure to sign under **SUMMARY OF COSTS** section will render the 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 90 days from the date of bid opening. Preference may be given to bids allowing not less than 90 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 if doable. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete explanations 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. CLARIFICATIONS/INTERPRETATIONS: Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. 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.

The Magellan Charter School Request for Proposal

11. ACCEPTANCE AND REJECTION: The Magellan Charter School 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

12. REFERENCES: The Magellan Charter School reserves the right to require a list of users of the exact item offered. The Magellan Charter School may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

13. TAXES: FEDERAL: All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency. **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

14. AWARD OF CONTRACT: As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to The Magellan Charter School 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 related services needed; the date or dates of delivery and performance; and such other factors deemed by The Magellan Charter School to be pertinent or peculiar to the purchase in question. Unless otherwise specified by The Magellan Charter School or the bidder, The Magellan Charter School reserves the right to accept any item or group of items on a multi-item bid.

15. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, The Magellan Charter School 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.

16. CONFIDENTIAL INFORMATION: As provided by statute and rule; The Magellan Charter School 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.

17. 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 The Magellan Charter School 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.

18. No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

The Magellan Charter School Request for Proposal

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. DEFAULT AND PERFORMANCE BOND: In case of default by the contractor, The Magellan Charter School may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The Magellan Charter School reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to The Magellan Charter School . In addition, in the event of default by the Contractor under this contract, the school may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the school has with the Contractor, and de-bar the Contractor from doing future business with the school. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the school may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the school, and de-bar the Contractor from doing future business with the school.

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. The Magellan Charter School 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 school from entering into contracts with bidders if the bidder 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 school that solicit sales or transact business on behalf of the bidder and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the bidder 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: The Magellan Charter School 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 The Magellan Charter School 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. Purchase Order Number is required to be on any

The Magellan Charter School Request for Proposal

submitted Invoice. 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.

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 The Magellan Charter School, 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 The Magellan Charter School as part of any commercial advertising.

14. ACCESS TO PERSONS AND RECORDS: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by school agencies or political subdivisions in accordance with General Statute 147-64.7.

15. 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, The Magellan Charter School 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 school to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

The Magellan Charter School Request for Proposal

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 \$1,000,000.00, 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 \$1,000,000.00 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 nonowned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 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 school, 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 school has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the school's agents who are involved in the delivery or processing of contractor goods to the school. 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 there under.

The Magellan Charter School Request for Proposal

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 The Magellan Charter School, 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:** The Magellan Charter School 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 The Magellan Charter School reserving the right to accept or reject the increase, or cancel the contract. Such action by The Magellan Charter School shall occur not later than 15 days after the receipt by The Magellan Charter School 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.

21. Jessica Lunsford Act. Contractors, subcontractors, consultants, sub-consultants, and bidders shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or bidder found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by The Magellan Charter School. Failure to comply may result in legal action and termination of the contract for default.