



North Carolina Department of Administration

Beverly Eaves Perdue, Governor
Britt Cobb, Secretary

Division of Purchase & Contract
James D. Staton, State Purchasing Officer

September 9, 2009

Mr. James P. Ramsey
Century Uniforms
4720 Trademark Drive
PO Box 46689
Raleigh, NC 27620

Dear Mr. Ramsey:

RE: Bid 801665 Police Uniforms

On December 18, 2008 your company was awarded bid 801665 for Police Uniforms for the State Capital Police. At that time the State Capital Police was part of the Department of Administration. A few months ago the State Capital Police was made a part of the Department of Crime Control and Public Safety. This contract will now be administered by Lisa Roberts, Director of Purchasing, Department of Crime Control and Public Safety. All aspects of the award remain the same except for the department change.

Sincerely,

A handwritten signature in cursive script that reads "Carol B. Amerson".

Carol B. Amerson
State Procurement Specialist III

Cc: Lisa Roberts, Department of Crime Control and Public Safety ✓
Avery Johnson, Department of Administration
Bid File

Mailing Address:
1305 Mail Service Center
Raleigh, NC 27699-1325

Internet Home Page: <http://www.pandc.nc.gov/>
Phone: 919-807-4500

Location Address:
116 West Jones Street
Raleigh, NC 27603-8002



DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
RALEIGH, NC

CONTRACT CERTIFICATION

THIS IS NOT A PURCHASE ORDER!

BID/FILE NUMBER: 801665

**THIS BID NUMBER MUST BE SHOWN ON
YOUR PURCHASE ORDER.**

TO: Avery Johnson
DEPARTMENT - Administration
Raleigh, NC 27603

DATE: December 18, 2008
REQUISITION NO: PR8338645
TERMS: Net
DELIVERY: 30 Days

In accordance with the requirements of General Statutes 143-52 and 143-53, we certify contract on the items listed below to be ordered by you. Issue orders immediately direct to the Vendor listed, giving complete shipping instructions. Order only the item(s) listed and in the quantity(ies) shown. Price(s) includes delivery to destination. Read the contract in its entirety including the attached General Contract Terms and Conditions to be aware of any action necessary on your part.

COMMODITY NO: 200-85
Police Uniforms

Agency Specific Term Contract

Contract Dates: December 18, 2008- December 17, 2011

Awarded Items 1-11: \$166,048.50 (three year estimate) (this award amount is an estimate -no minimums or maximums are guaranteed)

VENDOR:
Century Uniforms
Attention: James Ramsey
4720 Trademark Drive
PO Box 46689
Raleigh, NC 27620


Carol Amerson

INSTRUCTIONS TO VENDORS:

1. **THIS IS NOT A PURCHASE ORDER.** Do not make shipment until you have received an official order from the using agency.
2. Invoices should be made out to the using agency and forwarded direct to them for payment.
3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
4. Applicable North Carolina sales and use tax shall be added to invoices as a separate item.
5. Please note the contract award description above; the contract awarded to you may be a portion of the contract rather than the complete contract.



STATE OF NORTH CAROLINA NC Department of Administration Division of Purchase and Contract	INVITATION FOR BIDS NO. 801665
	Bids will be publicly opened: December 2, 2008
Refer ALL Inquiries to: Carol Amerson Telephone No. 919-807-4539 E-Mail: carol.amerson@doa.nc.gov (See page 2 for mailing instructions.)	Contract Type: Agency Specific Term Contract Commodity: Police Uniforms Using Agency Name: DEPARTMENT - Administration Agency Requisition No.: PR8338645
INTERNET ADDRESS: http://www.ncpandc.gov	

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (116 W. Jones St., Raleigh, NC) until 2 o'clock p.m. on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via telegraph, facsimile (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.

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

BIDDER: CENTURY UNIFORMS			
STREET ADDRESS: 4720 TRADEMARK DRIVE		P.O. BOX: 46689	ZIP: 27620
CITY & STATE & ZIP: RALEIGH N.C. 27610		TELEPHONE NUMBER: 919 772 1001	TOLL FREE TEL. NO (800) 966 9669
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING: JAMES P RAMSEY		FAX NUMBER: 919 779 1605	
AUTHORIZED SIGNATURE: <i>James P Ramsey</i>	DATE: 11/25/08	E-MAIL: JPR@CENTURYUNIFORMS.COM	

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 the State of North Carolina, an authorized representative of the Division of Purchase and Contract 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). (3 cop. h.t.)

FOR STATE USE ONLY
Offer accepted and contract awarded this <u>15</u> day of <u>December</u> , 20 <u>08</u> , as indicated on attached certification, by <u>Carol Amerson</u> (Authorized representative of the Division of Purchase and Contract).

Awarded items 1-11 totaling \$166,048.50

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

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.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT</u>
BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET, Room 4062- 4 th Flr. RALEIGH NC 27603-8002

TABULATIONS: The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.ncpandc.gov>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day 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 our Internet web site: <http://www.ncpandc.gov>.

TRANSPORTATION CHARGES: FOB Department of Administration, State Capital Police, Raleigh, NC 27603, with all transportation charges prepaid and included in the bid price.

E-PROCUREMENT BID:

ATTENTION: This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions.

The Terms and Conditions made a part of this solicitation contain new language necessary for implementation of North Carolina's Statewide E-Procurement Service.

It is the Bidder's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: <http://eprocurement.ncgov.com/>

SCOPE: It is the intent of this IFB to obtain contract proposals for supplying Police Uniforms Items as noted herein for the previously mentioned agency. All materials furnished by the contractor must meet all requirements of this IFB and be completely satisfactory to the State's using agency. The contract will be for a period of approximately a three (3) year period from date of award or 12/4/2008, whichever is later, subject to continuation of programs and availability of funds. It shall be understood and agreed that the agency shall not be obligated to purchase in excess of its normal requirements. Quantity show herein is the estimated quantity for a 12 month period and is submitted merely as a guide. The State shall not be obligated to purchase in excess of its normal requirements. The State reserves the right to accept the bid deemed to constitute the best advantage for the State. **Minimum order (after initial order) during the contract period will be 5 each of one item (mixed sizes). Note the following example: five each of item 8. (2 each of size 32 and 3 each of size 34).**

DESCRIPTIVE LITERATURE/CERTIFICATION: ALL BIDS to be accompanied by complete descriptive literature, specifications, certifications and other pertinent data necessary for their evaluation; otherwise, they will be subject to rejection.

SAMPLES: Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no expense to the State within 7 consecutive calendar days after request is made by the State. Bids which do not comply with these requirements may be subject to rejection. Non-Award items will be returned to vendor, upon request, at vendor's expense.

FULL COUNT: Full count delivery with no shortage on any order. Using agency will pay only for quantity actually ordered and will not pay for any overages.

WARRANTY: The contractor warrants to the owner that items furnished for this bid will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of one year from date of acceptance. Such replacement shall also include all transportation cost, free of any charge to the owner or his representative.

Manufacturer's standard warranty shall apply in areas where it exceeds the above warranty paragraphs. Attach a copy of manufacturer's warranty.

PACKAGING: The contractor shall be responsible for any packaging, packing or protection required to insure undamaged delivery.

NOTE: In addition to bid price, delivery, and specification compliance, consideration may be given to other factors such as, but not limited to, proven performance of products offered, adequate availability of service, bidder's previous performance in contracts with the State and other users and information obtained from references.

DEVIATIONS: Any deviations from requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that bids offered are in strict compliance with bid requirements and 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 the State 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.

CLARIFICATIONS AND QUESTIONS: Bidder is to notify purchaser in writing by email to carol.amerson@doa.nc.gov at least 4 State business days before bid opening if bidder believes: 1) there may be an error in specifications, 2) if bidder is uncertain about the intent of a specific requirement/specification, terms and conditions including instructions to bidders or 3) if bidder has general questions. Questions submitted less than 4 days before the bid opening date may not be addressed. The State will prepare written responses to all written questions submitted and addenda to this IFB will be posted to the Interactive Purchasing System (IPS- <http://www.ncpandc.gov/>, click IPS bids, search by bid number), containing all questions and responses. Bidders supplying questions will not be identified in addenda, only the corresponding answers will be posted. Oral answers by any agent or representative of the State are not binding on the State. It is the bidders responsibility to review all addenda to this IFB and, if need be, sign and return addenda with the bidder's response.

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the State to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are also requested to offer their most favorable total lump sum price.

AWARD CRITERIA: As provided by Statute, award will be based on the lowest and best bid (s) (most advantageous to the State) as determined by consideration of:

- 1) Price
- 2) Quality of item offered
- 3) General reputation & performance capabilities of bidder
- 4) Suitability of items for intended use
- 5) Conformity with requirements herein
- 6) Conformity with terms & conditions of this Invitation for Bids
- 7) Delivery offered
- 8) Literature provided
- 9) Responses from references
- 10) Sample offered, if requested
- 11) Service offered

FURNISH AND DELIVER:

ITEM	QTY	UOM	DESCRIPTION	UNIT COST	TOTAL EXTENDED COST
1.	144	Each	Men's Trousers, to be in substantial compliance with the attached specifications. MFR. <u>FECHHEIMER</u> MODEL <u>43200</u>	\$ <u>64⁰⁰</u>	\$ <u>9216⁰⁰</u>
2.	144	Each	Men's Trousers, to be in substantial compliance with the attached specifications. MFR. <u>FECHHEIMER</u> MODEL <u>43200S</u>	\$ <u>60⁰⁰</u>	\$ <u>8640⁰⁰</u>
3.	33	Each	Women's Trousers, to be in substantial compliance with the attached specifications. MFR. <u>FECHHEIMER</u> MODEL <u>43250</u>	\$ <u>64⁰⁰</u>	\$ <u>2112⁰⁰</u>
4.	33	Each	Women's Trousers, to be in substantial compliance with the attached specifications. MFR. <u>FECHHEIMER</u> MODEL <u>43250S</u>	\$ <u>60⁰⁰</u>	\$ <u>1980⁰⁰</u>

ITEM	QTY	UOM	DESCRIPTION	UNIT COST	TOTAL EXTENDED COST
5.	215	Each	Men's Long Sleeve Shirts, to be in substantial compliance with the attached specifications. MFR. <u>FECHHEIMER</u> MODEL <u>07W8786</u>	\$ <u>54⁰⁰</u>	\$ <u>11610⁰⁰</u>
6.	30	Each	Women's Long Sleeve Shirts, to be in substantial compliance with the attached specifications. MFR. <u>FECHHEIMER</u> MODEL <u>107W8786</u>	\$ <u>54⁰⁰</u>	\$ <u>1620⁰⁰</u>
7.	215	Each	Men's Short Sleeve Shirts, to be in substantial compliance with the attached specifications. MFR. <u>FECHHEIMER</u> MODEL <u>57R8786</u>	\$ <u>495⁰⁰</u>	\$ <u>10,642⁵⁰</u>
8.	30	Each	Women's Short Sleeve Shirts, to be in substantial compliance with the attached specifications. MFR. <u>FECHHEIMER</u> MODEL <u>157R8786</u>	\$ <u>495⁰⁰</u>	\$ <u>1485⁰⁰</u>
9.	49	Each	Raincoats, to be in substantial compliance with the attached specifications. MFR. <u>NEESE</u> MODEL <u>NV1820J</u>	\$ <u>19⁰⁰</u>	\$ <u>931⁰⁰</u>
10.	55	Each	Dress Hats, to be in substantial compliance with the attached specifications. MFR. <u>MIDWAY</u> MODEL <u>182</u>	\$ <u>34⁰⁰</u>	\$ <u>1870⁰⁰</u>
11.	49	Each	Jackets, to be in substantial compliance with the attached specifications. MFR. <u>ELBECO</u> MODEL <u>3804</u>	\$ <u>107⁰⁰</u>	\$ <u>5243⁰⁰</u>

MINIMUM ORDER: Minimum order (after initial order) during the contract period will be 5 each of one item (mixed sizes). Note the following example: five each of item 8. (2 each of size 32 and 3 each of size 34).

DELIVERY SCHEDULE: Delivery shall be within 30 days, after receipt of order, unless stated otherwise here: ___ days, after receipt of order. The State reserves the right to consider the delivery offered as an important factor in the award of any contract resulting from this IFB.

REFERENCES: List below references where items offered have been shipped.

COMPANY NAME	CONTACT PERSON	TELEPHONE #
DUKE UNIVERSITY POLICE	CAROL CAMPBELL	919 684-4125
CARY N.C. POLICE	DENISE COSTELLO	919 319-4516
LYNCHBURG VA POLICE	SHARON SANCHEZ	434-847-1707

SERVICE: The State reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities to meet service requirements, if needed.

The State reserves the right to consider the response below, in the award of this contract. Do you agree to provide service during the warranty period? YES Yes/No.

List below firms (nearest location to user) from which service for the contract will be available:

	FIRM	LOCATION	PHONE
(1)	CENTURY UNIFORMS	4720 TRADEMARK DRIVE RALEIGH N.C.	919 772-1000
(2)			
(3)			

SPECIFICATIONS

Item 1. and 2. Men's Trousers:

Size Range: 28-54 un-hemmed, length to be uneven sizes up to 37".

Fabric: 74% Polyester, 25% Wool, 1% Lycra. Shade to be LAPD Navy. Serge weave 12-1/2 to 13 oz. Performance Reference for Item 1.: Fecheimer Stock # 43200 (Standard Garrison Belt Loops), Performance Reference for Item 2.: Fecheimer Stock # 43200 special (Duty Belt Size Belt Loops).

EXPLAIN ANY DEVIATIONS IN DETAIL:

Item 3. and 4. Women's Trousers:

Size Range: 2-24 un-hemmed.

Fabric: 74% Polyester, 25% Wool, 1% Lycra. Shade to be LAPD Navy. Serge weave 12 1/2 to 13 oz./linear yard. Performance Reference for Item 3.: Fecheimer Stock # 43250 (Standard Garrison Belt Loops), Performance Reference for Item 4.: Fecheimer Stock # 43250 special (Duty Belt Size Belt Loops)

EXPLAIN ANY DEVIATIONS IN DETAIL:

Item 5. Men's Long Sleeve Shirts:

Size Range: Neck 14'-22", Sleeves 32"-39" Long.

Fabric: 75% Dacron Polyester/25% Worsted Wool conforming to the following specifications: Weight-9-9.5 oz./linear yard; Construction – 50 warp x 46 filling per sq. inch; Tensile – Break strength 75 warp – 150 filling (lbs.); Color – LAPD (Navy) Blue. Performance Reference for Item 5.: Fecheimer Stock # 07W8786

EXPLAIN ANY DEVIATIONS IN DETAIL:

Item 6. Women's Long Sleeve Shirts:

Size Range: Chest 30"-52", Sleeve Regular and Long.

Fabric: 75% Dacron Polyester/25% Worsted Wool conforming to the following specifications: Weight-9-9.5 oz./linear yard; Construction – 50 warp x 46 filling years per sq. inch; Tensile – Break strength 75 warp – 150 filling (lbs.); Color – LAPD (Navy) Blue. Performance Reference for Item 6.: Fecheimer Stock # 107W8786

EXPLAIN ANY DEVIATIONS IN DETAIL:

Item 7. Men's Short Sleeve Shirts:

Size Range: Neck 14"-22".

Fabric: 75% Dacron Polyester/25% Worsted Wool conforming to the following specifications: Weigh – 9-9.5 oz. / linear yard; Construction – 50 warp z 46 filling yarns per sq. inch; Tensile – Break strength 75 warp – 150 fillings (lbs.); Color – LAPD (Navy) Blue. Performance Reference for Item 7.: Fecheimer Stock # 57R8786

EXPLAIN ANY DEVIATIONS IN DETAIL:

Item 8. Women's Short Sleeve Shirts:

Size Range: Chest 30"-52".

Fabric: 75% Dacron Polyester/25% Worsted Wool conforming to the following specifications: Weigh – 9-9.5 oz. / linear yard; Construction – 50 warp z 46 filling yarns per sq. inch; Tensile – Break strength 75 warp – 150 fillings (lbs.); Color – LAPD (Navy) Blue. Performance Reference for Item 8.: Fecheimer Stock # 157R8786

EXPLAIN ANY DEVIATIONS IN DETAIL:

Item 9. Raincoats (unisex):

Size Range: X Small-3XL.

Fabric: 100% waterproof polyurethane coated polyester. Raincoat to include hood. Color- Fluorescent Green with black lettering (POLICE or SECURITY) on back of raincoat. Performance Reference for Item 9.: Neese Stock # NV1820J

EXPLAIN ANY DEVIATIONS IN DETAIL:

Item 10. Dress Hats (unisex):

Size Range: 6 3/4"-7 7/8".

Fabric: 100% Polyester Gabardine, midnight navy in color. Hat shall have a round top with a narrow wire sewn into the crown. Hat shall have a black frame of mesh braid over perforated plastic with #88 regular visor. There shall be a 1/2 inch black plastic strap attached to the frame by two brass finish buttons with the letter "P" centered and circled by a wreath design. The cap is to be a one-piece design with the top sewn to the frame. Performance Reference for Item 10.: Stock #182 "Pershing", Midway Cap Company or equivalent.

EXPLAIN ANY DEVIATIONS IN DETAIL:

Item 11. Jackets (unisex):

Size Range: X Small-3XL.

Outershell: Two-ply Taslan 100% Nylon with polyurethane water resistant coating on the backside for water resistance and windproof protection. Weight is 3.5 oz. /square yard. Color to be Navy/ LAPD blue. The permanent lining to be black 100%nylon taffeta, weight 1.8 oz. /square yard. The removable quilted liner to be black 100% 210T nylon taffeta. weight is to be 2 oz. /square yard. Fabric count is 114 X 96. The taffeta covers both sides of the insulation layer and is water repellent with an anti-static finish. Insulation to be 4.25 oz. low denier soft touch polyester to provide maximum warmth with lightest weight. Performance Reference for Item 11.: Elbeco Stock # 3804

EXPLAIN ANY DEVIATIONS IN DETAIL:

RECYCLED CONTENT: If the items offered herein contain any recycled content, please indicate here the material and content percentage: _____ %

If the packaging contains any recycled content, please indicate here the material and content percentage: _____ %

INSTRUCTIONS TO BIDDERSINTERNET ADDRESS – <http://www.ncpandc.gov>

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 State 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 this State 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 from the Division of Purchase and Contract. 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:** The State 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:** The State reserves the right to require a list of users of the exact item offered. The State may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **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.
15. **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 State 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 State to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the State or the bidder, the State reserves the right to accept any item or group of items on a multi-item bid.
- In addition, on TERM CONTRACTS, the State 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 the State to be pertinent or peculiar to the purchase in question.
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State 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 Division of Purchase and Contract 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 State 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.ncpandc.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.ncpandc.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. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONSINTERNET ADDRESS – <http://www.ncpandc.gov>

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

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. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** The State 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 State's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. 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 State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor 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.
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 State may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
- COVERAGE** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- 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.
 - 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.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **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.
18. **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.
19. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **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.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **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 issuing purchasing authority, 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 State 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 State reserving the right to accept or reject the increase, or cancel the contract. Such action by the State shall occur not later than 15 days after the receipt by the State 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.