

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS	REQUEST FOR QUOTES NO.
	Quotes will be publicly opened: May 2, 2013
	Contract Type: SERVICE
Refer ALL Inquiries to: N. C. Department of Transportation: Roadside Environmental Unit, 803 Penderlea Hwy., Burgaw, NC 28425 Attn: Joseph D. Chance, Telephone No. (910) 259-4919 E-Mail: lroyall@ncdot.gov	Commodity/Service: PAINTING <u>I-40 DUPLIN CO. REST AREA</u>
(See page 2 for mailing instructions.)	Using Agency Name: Roadside Environmental Unit Agency Requisition No.

NOTICE TO OFFEROR

Quotes, subject to the conditions made a part hereof, will be received at this office until **2:00 p.m. on the day of opening** and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Quotes are subject to rejection unless submitted on this form.

Please review the new additions to the Instructions to Bidders, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject bidder's bid to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions to Bidders, which are required to implement Executive Order 50.

EXECUTION: In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, 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 quote prior to submittal shall render quote invalid. Late quotes are not acceptable.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of opening unless otherwise stated here: ____ days (See Instructions for Quotes, Item 5). Prompt Payment Discount: ____ % ____ days (See Instructions for Quotes, Item 6).

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted, an authorized representative of North Carolina Department of Transportation shall affix their signature hereto and this document and the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, 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 offeror.

<u>FOR NCDOT USE ONLY</u> Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of the North Carolina Department of Transportation).

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 quote document, unless otherwise instructed, and only one quote per envelope. Address envelope and insert quote number as shown below: It is the responsibility of the offeror to have the quote in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
N.C. DEPARTMENT OF TRANSPORTATION Division Engineers Office 5501 Barbados Blvd. Castle Hayne, NC 28429 Attn: Lloyd G. Royall Jr. PLS	N.C. DEPARTMENT OF TRANSPORTATION Division Engineers Office 5501 Barbados Blvd. Castle Hayne, NC 28429 Attn: Lloyd G. Royall Jr. PLS

TABULATIONS: Verbal tabulations of quotes and award information can be obtained by calling the purchaser listed on the first page of this document.

TRANSPORTATION CHARGES:

EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

Executive Order #50 applies to procurements from the Governor's Office, Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation), Universities and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

ALL BIDDERS (RESIDENT AND NONRESIDENT) MUST ANSWER THE FOLLOWING QUESTION:

1. Bidder is a resident of North Carolina as defined in G.S. § 143-59: YES / NO (circle one)
(Bidder may be deemed a nonresident bidder, if it failed to circle any choice.)

ALL RESIDENT BIDDERS REQUESTING A PRICE-MATCHING PREFERENCE MUST ANSWER THE FOLLOWING QUESTION AND MUST COMPLETE "RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50" INCLUDED AT THE END OF THIS SOLICITATION.

2. Resident Bidder requests the price-matching preference: YES / NO (circle one)
(Bidder shall be deemed not to have requested the preference, if it failed to circle any choice.)

CHECK ONE OF THE FOLLOWING THAT APPLIES:

COMMODITIES:

ATTENTION: This is an e-procurement solicitation. See General Contract Terms and Conditions. The Terms and Conditions made part of this solicitation contain new language implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully preparing the offer. By signature offeror acknowledges acceptance of those related to e-procurement. General information on the e-procurement service can be found at: <http://eprocurement.nc.gov>

SERVICES:

ATTENTION: This contract is not included in e-procurement. Paragraphs #19 and #20 of the attached General Contract Terms and Conditions do NOT apply.

However, the contractor shall register with 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.

General information on the E-Procurement service can be found at: <http://eprocurement.nc.gov>

PROJECT SPECIAL PROVISIONS

**HIGHWAY REST AREA FACILITIES ----- PAINTING
DUPLIN COUNTY REST AREA**

SCOPE OF CONTRACT: The work of painting shall consist of surface preparation, furnishing materials and labor for painting Exterior of the Rest Area Service Building ,Exterior of the Visitor Information Building and other structures such as Deck ,Porch ,Storage Building, and Picnicking Facilities etc., as outlined herein.

Site Inspection: The prospective bidders are requested and encouraged to make their own investigation of the Rest Area Site to verify existing conditions and to review the buildings, facilities, etc., to be painted and work site locations/conditions, prior to submitting a quote.

County: Duplin

Site: **I-40 Highway Rest Area**

Location: 2655 West NC 24 Warsaw, N.C. 28398

Contract Completion Date: **30 Calendar Days** from the date of the pre-construction conference.

Mandatory - Pre-Bid Conference:

To bid on this contract, all prospective bidders **must attend the Pre-Bid Conference to be held April 16th, 2013 @10:30am -Rest Area Site, 2655 West NC 24 Warsaw, N.C. 28398.**

This Mandatory Pre-Bid Meeting will begin promptly at 10:30 A.M. **Prospective bidders arriving after the 10:30 starting time will not be allowed to bid.** This Conference will be conducted by Department personnel for the purpose of providing additional informational about the project and to give all bidders an opportunity to ask any questions. Only bids received from the Bidders who have attended and properly registered at the Pre-Bid Conference will be considered. No questions concerning the project will be answered by the Department personnel at any time except at the Pre-Bid Conference.

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference with the following;

- 1) The individual signs his/her name on the official roster;**
- 2) The individual writes in the name and address of the company he/she represents;**
- 3) Only one company is shown as being represented by the individual attending.**

GENERAL REQUIREMENTS

1. The prospective bidders are requested and encouraged to make their own investigation of the Rest Area Site to verify existing conditions and to review the proposed work locations/conditions, etc. prior to submitting a quote.
2. It is understood and agreed that by submitting a quote that the Contractor has examined these contract documents, and specifications and has visited the site of the work, and has satisfied themselves relative to the work to be performed.
3. The Rest Area Facility will be open to the public during this work and the Contractor shall use all precautions necessary to ensure the safety of the public using the Rest Area Facility, including but not limited to a barrier fences, barricades, traffic warning devices and all and any safety precautions as may be directed by the Engineer.
4. The contractor shall notify the engineer at least 1 week in advance of the day when work will begin, so arrangements can be made to have personnel available to make necessary inspections, approve installation, etc.
5. The contractor shall use personnel who are skilled in this type of work and familiar with the manufacturer's recommended methods of installation.
6. within 7 days after award of the contract and before any work is begun, the Contractor shall Submit sample charts for each color and type of paint to be used for approval by the Engineer.
7. The Engineer will have personnel available to approve work, materials, application, etc.
8. Cooperation between Contractors: The Department reserves the right at any time to contract for perform other or additional work on or near the work covered by the contract
Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which has been completed by others.
9. Use of Existing Utilities and Facilities: The Contractor will be permitted to use the existing electrical power and water for construction purposes. Sanitary facilities are also available within the rest area building, however these privileges will be rejected by the Engineer if facilities are abused.
10. Warranties: The Contractor shall furnish to the Engineer all normal Manufacture Warranties before final acceptance. In addition the **Contractor shall provide a One (1) Year Installation Warranty.**

WORK SCHEDULE

The Contractor shall coordinate the painting work with NCDOT assigned inspector. No work will be allowed, except for special conditions, which must be approved by the Engineer on days as follows:

Weekends (Saturday and Sunday) or Scheduled State Holidays

The Contractor's normal work schedule shall be scheduled between 7:00 a.m. until 7:00 p.m. This schedule may be adjusted for selected work areas with the approval of the Engineer.

Work days are defined as a weekday in which North Carolina Department of Transportation is open for business.

NOTE: The paint Contractor will not be allowed to work without a NCDOT inspector nor proceed with the next painting phase without approval of the NCDOT Inspector.

CONTRACT TIME AND LIQUIDATED DAMAGES

1. **Start date:** The availability and start date for this project will be one week after the Contractor is issued a purchase order from the NCDOT Purchasing Department.
2. **Completion date:** The completion date for this project is 30 working days from the pre-construction conference date.
3. **Liquidated damages:** Liquidated damages in the amount of Four Hundred Dollars (\$400) will be charged against the Contractor's invoice for each working day that the contract work remains uncompleted after the expiration of the completion date as outlined above.

A working day is defined in the previous Section "Work Schedule" herein.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project.

The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of as may be required to complete the work described in the contract by the completion date. The contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time work begins until completion and final acceptance of the project. The Contractor will not be permitted to suspend operations except for reasons out of his control or where the Engineer has authorized a suspension of the Contractor's operations.

The Contractor's operations are restricted to 7:00 A.M. until 7:00 P.M. No work may be performed on weekends or Legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

The contractor is to cooperate with the Rest Area/Visitor Center workers while the work is being performed. An NCDOT inspector will be assigned to this project and the contractor is to coordinate their work schedule with the inspector.

DAILY CLEAN - UP OF FACILITY

The Contractor shall be responsible for cleaning the site around the buildings of excess rubbish, paint cans, trash, and scrap materials as a result of the work at the end of each working day. Also included shall be the removal of ladders. If the contractor uses scaffolding, such a structure will not necessarily have to be disassembled and removed each day if located in an area away from pedestrian traffic upon the Engineer's approval.

The Contractor is reminded that the Rest Area Facility is currently under a high level of janitorial and grounds maintenance. Care shall be taken at all times not to damage existing plantings and turf areas during this contract. The Contractor shall be responsible for the replacement of any shrubbery and all turf areas that are damaged due to the work specified in the contract. Note all repairs and replacements shall be complete before final inspection and before submittal of any invoice.

The Rest Area Sites shall be left clean of all spilled/spattered paint and incidental materials resulting from any phase of the work prior to final inspection and invoice.

SURFACE PREPARATION

All surfaces to be primed and/or painted shall be clean, dry, and free of frost, mildew, moisture, and any loose paint as a result from scaling, blistering, etc.

Where existing paint is scaling, blistering, etc., to the extent that bare wood will be exposed, the contractor shall wash, scrape, and remove all loose material and prime with oil base primer which is to contain a mildew resistance additive.

Where existing paint surfaces have mildewed/molded, the Contractor shall remove mildew/mold with a solution as approved by the Engineer.

NOTE: apply two (2) coats of Exterior Latex Solid Color in accordance with manufacturer's recommendations.

Pressure washing may be used with the Engineer's approval.

Where existing paint surfaces have not scaled, blistered, or mildewed/molded, the Contractor shall clean the surface of dust or other foreign material prior to any painting.

Minor imperfections, nail holes in fascia, siding, trim, soffits, walls, ceiling, etc., shall be filled with plaster/putty between first and second coats. Patch material shall be colored to match finished work. Finish all patchwork by sanding and leaving a smooth neat surface.

In event that exterior wood surfaces have rotted/decayed the contractor shall perform the necessary work to remove the defective wood portions and replace with matching members, using accepted carpentry practices. Such replaced wood shall be properly caulked by the contractor and primed as specified above for scaled, blistered areas. After properly replacing such rotted/decayed wood, the contractor will provide the Engineer with

actual invoices and documentation to substantiate the cost of materials, equipment, labor, and incidentals necessary to replace any damaged material.

The NCDOT agrees to compensate the contractor additionally for such replacement of rotted/decayed wood, as Pre-Approved by the Engineer, at the actual cost of materials, equipment, labor, and incidentals, plus 20% profit and overhead.

Any Extra Compensation Work ----- Must Be Pre Approved by the Engineer .

CAULKING

The Contractor is to remove broken, loose caulking material and caulk or re-caulk construction joints and at all points on exterior, which are necessary for a proper waterproofing seal as specified herein. Cracks in wood columns are to be caulked.

Sealant/Caulking Compound: Use a latex/silicon caulking one part by DAP, Inc. with a minimum of a 25-year warranty. Provide DAP, DOW Corning or equal.

Where deep voids require a filler or backing, use open-cell polyurethane joint filler.

Application: Joints and spaces to be caulked shall be clean, free from dust, and shall be dry. Where caulking is to be painted, it shall be applied before final coat of paint is applied to adjacent work.

Apply compound with gun having size nozzle; use sufficient pressure to fill all voids and joints solid. Remove excess caulking and leave surfaces near smooth and clean. Upon completion, caulk shall have a smooth, even finish. All caulked joints shall be watertight.

MATERIALS

The Contractor shall submit sample charts for each color and type of paint to be used for approval by the Engineer.

General: The Contractor shall provide all necessary materials for complete painting as outlined herein to include but not limited to cleaning agents , brushes, rollers, caulking, drop cloths, paint, primers, ladders, scaffolding, wet paint signs, barricade material, roping/tape, and any other items as required for proper completion of this work.

- a. Paint and primers shall be a high quality product, top of the line of the following manufacturers: Sherwin-Williams, Glidden, and Benjamin Moore, or approved equal.
- b. All materials shall be delivered to the job in the original unbroken containers with labels and tags intact, and where practicable used directly from these containers. Any necessary or required thinning of paint shall be done in compliance with the printed instructions of the paint manufacturer and only with the pre-approval of the Engineer.
- c. Colors shall be as selected by the Engineer from samples furnished by the Contractor as outlined under general requirements. Final coats of paint to be applied after approval by the Engineer of a selected test area.
- d. Exterior painting shall be done only when the outside temperature is 50 degrees F. or more-when drying weather exists, as approved by the Engineer.
- e. Exterior painting shall be as follows:

Primer Coat: for Replaced Wood surfaces

First paint coat:- *Solid Color Latex Exterior Paint.*

Second paint coat:- *Solid Color Latex Exterior Paint.*

Wood Trim: Painted with two (2) Coats - Latex Exterior Paint.

Decking: Not Applicable.

Walkway Ceiling: Not Applicable

APPLICATION

General: Paint shall be applied by skilled Workers and shall be uniform in appearance, of approved color, smooth, and free from runs, sags, skips, or defective brushing. Edges of paint adjoining other materials or color shall be sharp and clean, without overlapping.

Should workmanship of finish be defective, proper preparatory work shall be done and additional coats applied as necessary to give a finish in accordance with specifications and color samples and final approval by the Engineer.

- a. Covering shall be complete. When color, stain, or undercoats show through the final coat, additional coats shall cover the work until the paint is of uniform appearance and coverage is complete.
- b. At completion, damaged or defaced finish shall be touched up, restored, and left in First Class Condition.

- c. **Paint shall be allowed to dry hard between coats (minimum 1 day).**
- d. **Tints of succeeding coats shall be varied slightly to permit identification of the coats.**
- e. **Field painting is not required on items specified to be completely finished at the factory (aluminum, brass, bronze, hardware, copper, etc.).**
- f. **Prime-coated items of hardware shall be painted to match the surface to which they are attached. (Example: metal light fixture frames underneath covered walkway).**
- g. **Hardware and accessories, fixtures, and similar items existing prior to painting shall be protected during painting or removed prior to beginning and replaced after completion of painting. (Exception: It is not required to remove roof gutter system).**
- h. **All floors, glass, sidewalks, walkways, concrete, and brick surfaces, landscape plants, fixtures, etc. shall be protected from damage. Paints and primers shall be removed completely without damaging their finish.**
- i. **When painting is complete all surplus materials, paint containers, scaffolding, rubbish, trash, etc., shall be removed from the job site and disposed of by the Contractor, to the satisfaction of the Engineer. The Contractor will not be allowed to dispose of trash in on-Site Dumpster.**
- j. **Metal Window Frames, painting will be required by the contractor, Metal Door Frames are to be painted. Excluding any baked finished items attached to the buildings, they are to be protected by the contractor.**

- k. The roof gutter system is not to be painted. Gutters are to be removed and replaced and considered incidental to the work performed under painting of the buildings.

- l. The Outside Park Grills are to be Sanded and painted w/Heat Resistant Paint

- m. Shelters /Storage Building –use same materials/methods as main Buildings.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The work of painting, consisting of surface preparation, furnishing materials and labor to paint the exterior of the Rest Area /Visitor Center Service Buildings and other Facilities when completed and accepted will be paid for as listed below. Such price to be considered at the contract lump sum price for each item listed will be full payment for this work, including, but not limited to, furnishing all labor, materials, and any other incidentals necessary as required to complete the work.

- 1. Paint Rest Area Service (Restroom) Building Exterior.....Lump Sum

- 2. Paint Visitor Center Building Exterior.....Lump Sum

- 3. Paint Storage Building Exterior / Picnic Shelters / Metal Table Frames /Park Grills.....Lump Sum

- 4. Paint all Sheltered Walkway - Ceiling ,Post ,and TrimLump Sum

- Total Quote.....Lump Sum

Repairs to Rotten / Damaged Wood - As Needed and Pre-Approved by Engineer –Compensated Separately
All Minor Woodwork Repair / Replacement – Shall be Completed within the Contract Time

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION / DIVISION OF HIGHWAYS**

QUOTATION FORM

Job: PAINTING
Site: I-40/ Rest Area
County: DUPLIN
Location: 2655 West NC 24 Warsaw, N.C. 28398

QUOTATION: The work of painting, consisting of surface preparation, furnishing materials and labor to paint Rest Area /Visitor Center Service Buildings and other Facilities when completed and accepted will be paid for as listed below. Such price to be considered at the contract lump sum price for each item listed will be full payment for this work, including, but not limited to, furnishing all labor, materials, and any other incidentals necessary as required to complete the work.

<u>ITEM:</u>	<u>UNIT AMOUNT</u>
1) Paint Rest Area Service (Restroom) Building Exterior	\$
2) Paint Visitor Center (Information) Building Exterior	\$
3) Paint Storage Building Exterior / Picnic Shelters / Metal Picnic Table Frames / Park Grills	\$
4) Paint all Sheltered Walkway- Ceiling, Posts, and Trim	\$
<u>***** Repairs to Rotten / Damaged Wood - As needed and pre-approved by Engineer –Will be Compensated Separately *****</u>	

TOTAL QUOTE AMOUNT \$ _____

EXECUTION OF QUOTATION:

In compliance with the foregoing request for quote and subject to all terms and conditions thereof, the undersigned offers and agrees, if this quote is accepted, to perform all work in accordance with the attached proposal for the price quoted.

Contractor: _____ Address: _____

City and State: _____ Zip Code: _____ Phone: _____

By: _____ Title: _____

_____ Date: _____

(Signature)

Federal Social Security Identification # _____ (Complete Attached W-9 Form)

FORM W-9

[Rev.1-92; Rev. 10-94

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name _____

Address _____

9 Digit Taxpayer Identification Number
Social Security Number _____
Federal Employer Identification Number _____

Business Designation (Check One) _____ Individual (Soc.Sec. #)
_____ Sole Proprietorship (Soc.Sec. #)
_____ Partnership (Fed. ID)
_____ Estate/Trust (Fed. ID)
_____ Corporation (Fed. ID)
_____ Public Service Corporation (Fed. ID)
_____ Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type name of individual-not Company)

Title (Print or Type)

INSTRUCTIONS FOR QUOTES

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:** All quotes are subject to the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions. N.C. Department of Transportation objects to and will not evaluate or consider any additional terms and conditions submitted with a quote. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Quotes.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this quote.
 - **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 quote invalid.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quotes allowing not less than 45 days for consideration and acceptance.
6. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable**
8. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this quote, the order of precedence shall be (1) special terms and conditions specific to this quote, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions for Quotes.
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this quote, each offeror must submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Quotes which do not comply with these requirements will be subject to rejection.
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. The offeror is cautioned that the requirements of this quote can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The North Carolina Department of Transportation reserves the right to reject any and all quotes, to waive any informality in quotes and, unless otherwise specified by the offeror, to accept any item in the quote. If 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 North Carolina Department of Transportation reserves the right to require a list of users of the exact item offered. The North Carolina Department of Transportation may contact these users to determine acceptability of the quote. Such information may be considered in the evaluation of the quote.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the North Carolina Department of Transportation invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance may be made of the lowest and best quote most advantageous to the North Carolina Department of Transportation as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the quote; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the North Carolina Department of Transportation to be pertinent or peculiar to the purchase in question. After the foregoing evaluation, the bids will be reviewed to determine if there are any North Carolina resident bidders that submitted responsive bids and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143-59. If such bidders are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident bidders qualify for this preference and, if so, make the contract award pursuant to Paragraph 23 below.
Unless otherwise specified by The North Carolina Department of Transportation or the offeror, the North Carolina Department of Transportation reserves the right to accept any item or group of items on a multi-item quote.
- In addition, on TERM CONTRACTS, the North Carolina Department of Transportation 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 North Carolina Department of Transportation to be pertinent or peculiar to the purchase in question.
16. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the North Carolina Department of Transportation will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. 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. **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.
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 offeror's expense. Request for the return of samples must be made within 10 days following date of quote opening. Otherwise the samples will become the North Carolina Department of Transportation property. Each individual sample must be labeled with the offeror's name, quote number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror 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 an offeror 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. Offerors may call the purchaser named in this document to obtain a verbal status of contract award. 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.doa.state.nc.us/PandC/protests.pdf> for more information.)

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the State Purchasing Officer or procurement officer may request the North Carolina resident bidder to produce documentation substantiating the North Carolina resident bidder's qualification for the subject preference. The State Purchasing Officer or procurement officer should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident bidder. Pursuant to Paragraph 23 below, the North Carolina resident bidder is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents by the end of that time period may result in the cancellation of the

contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident bidder submits to the State in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. §§ 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents.

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.

qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. After review of the Certification(s) and any clarification, the evaluators shall include in their recommendation for award a finding that the North Carolina resident bidder(s) was or was not qualified for the price-matching preference.

22. If more than one North Carolina resident bidder qualified for the price-matching preference, then the evaluators, purchaser, or procurement specialist **CONFIDENTIALITY OF BIDS:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the State's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

23. **EXECUTIVE ORDER #50-PRICE-MATCHING PREFERENCE:** Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the non-resident bidder's price. G.S. § 143-59(c) (1) defines a "resident bidder" as a "bidder that has paid unemployment taxes or income taxes in this State and whose principal place of business is located in this State. G.S. § 143-59(c)(2) defines a nonresident bidder as a bidder that does not meet the definition in G.S. § 143-59(c)(1). G.S. § 143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the bidder is directed or managed."

In order to qualify for this preference, a resident bidder must: (1) request the preference; and (2) complete "Resident Bidder's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification") included at the end of this solicitation. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the bidder agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including tax filings, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes and such other information regarding bidder's management or directors of its business or trade of its principal place of business).

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest responsible bidder. If the lowest responsible bidder is a North Carolina resident bidder, then there will be no consideration of the price-matching preference. If the lowest responsible bid was submitted by nonresident bidder and there are no North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then none of the North Carolina resident bidders qualified for the price-matching preference and no review of the Resident Bidder's Certifications is required.

If the lowest responsible bid was submitted by nonresident bidder and there are one or more North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then the evaluators shall review the Certification(s) of the resident bidder(s) to determine whether the resident bidders have certified compliance with G.S. § 143-59(c)(1), (3) and the information and documentation provided in or with the Certification supports the resident bidder(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident bidder's Certification and request documentation (including but not limited to income tax or unemployment tax returns, reports and/or filing (annual and/or quarterly); banking statements or financial/accounting statements reflecting bidder's payment of income taxes or unemployment

taxes to the State of North Carolina and such other information regarding bidder's management or directors of its business or trade of its principal place of business.). If the resident bidder's Certification for the price-matching is challenged in a bid protest, the resident bidder shall provide the foregoing information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation. Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's shall prioritize the qualified North Carolina resident bidders according to their original bid prices, from lowest to highest, so that qualified North Carolina resident bidder that submitted the lowest bid should get the first opportunity to match the bid price of the nonresident lowest responsible bidder. If the lowest responsible and qualified North Carolina resident bidder declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident bidder and to continue in this manner until either a qualified North Carolina resident bidder accepts to contract award or the award is made to nonresident bidder if no qualified North Carolina resident bidder accepted the award. If two responsible North Carolina resident bidders qualify for the price-matching preference, both had the same bid price, then the evaluators, purchaser or procurement specialist may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine which bidder the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract should be awarded to the resident manufacturer); (2) consider the unemployment rate in the municipality or county where each bidder's principal place of business is located; or (3) seek clarification from the bidders to ascertain the impact on their respective businesses if offered the award of the contract.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests), the State determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Bidder failed to provide, within the specified time period, the information and documentation the State requested, then the State may:

- (1) Cancel the resident bidder's contract and/or purchase order that was awarded based on the price-matching preference and resident bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State may incur by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

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

The contractor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. § 143-59 was false and/or contained materially misleading or inaccurate information, and/or contractor failed to provide information and documentation requested by the State to substantiate contractor's Certification.

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. The State may take action against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties)

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 North Carolina Department of Transportation 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 North Carolina Department of Transportation 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 North Carolina Department of Transportation 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 North Carolina Department of Transportation, 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 North Carolina Department of Transportation may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **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.
- CANCELLATION (EXECUTIVE ORDER #50 CONTRACTS):** A contract awarded to a North Carolina resident bidder pursuant to Executive Order #50 and G.S. § 143-59 may be cancelled by the State, if the State determines that the Bidder's certification or information in Resident Bidder's Certification for Price-Matching Preference under Executive Order #50 is false, materially inaccurate or misleading. The contractor shall bear all losses and liability resulting from the cancellation of the contract and/or any purchase order and the contractor shall be liable for any additional costs the State may incur by contracting with another supplier of the goods or equipment.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
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 North Carolina Department of Transportation, 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 North Carolina Department of Transportation 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 North Carolina Department of Transportation reserving the right to accept or reject the increase, or cancel the contract. Such action by the North Carolina Department of Transportation shall occur not later than 15 days after the receipt by the North Carolina Department of Transportation 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.
24. **By Executive Order 24,** issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.