

Solicitation (IFB, RFP, RFQ) No. __11133918__

Bidder/Offeror: _____

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

<p>Refer ALL Inquiries to: Mr. Joe Chance Telephone No. 910-259-4919 Ext. E-Mail: jchance@ncdot.gov (See page 2 for mailing instructions.)</p>	<p>Quotes will be publicly opened: Contract Type: Building Renovation Commodity: Using Agency Name: NCDOT Agency Requisition No. 11133918</p>
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NOTICE TO OFFEROR

Quotes, subject to the conditions made a part hereof, will be received at this office () until 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 for Quotes, 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 offeror's quote 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 for Quotes, 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.

BIDDER:.		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):		
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 bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 5). Prompt Payment Discount: _____ % _____ days (See Instructions to Bidders, Item 6).

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).

FOR STATE USE ONLY

Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,
by _____ (Authorized representative of the Division of Purchase and Contract).

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 re-usable 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>
QUOTE NO. Q__11133918 Mr. Lloyd G. Royall, Jr. NCDOT – Division Office 5501 Barbados Blvd. Castle Hayne, NC 28429	QUOTE NO. Q__11133918 Mr. Lloyd G. Royall, Jr. NCDOT – Division Office 5501 Barbados Blvd. Castle Hayne, NC 28429

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 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 FOR QUOTES, 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", WHICH IS BELOW AFTER QUESTION 2. AS STATED ABOVE AND PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, A RESIDENT BIDDER ANSWERING "YES" TO THE QUESTION BELOW AND IS QUALIFIED FOR THE PRICE-MATCHING PREFERENCE WILL BE GIVEN AN OPPORTUNITY TO ACCEPT OR DECLINE THE CONTRACT AWARD WITHIN THE SPECIFIED PERIOD OF TIME.

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 and did not complete the Resident Bidder's Certification. If a Bidder failed to circle a choice above and completed and notarized the Bidder's Certification, then it will have been deemed to have responded YES to the above question.)

RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50

NOTICE: The Price-Matching Preference will only be given to bidders that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the bidder and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any required attachments.

Affidavit of _____ (name of resident bidder, hereinafter the "Bidder")

PART I

Please check the box applicable to the Bidder's business in order for the Bidder to be considered for the price-matching preference established by Executive Order #50 and North Carolina General Statute § 143-59(c)(1).

I hereby certify that the Bidder paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.

OR

I hereby certify that the Bidder paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

AND

PART II

1. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(1), in that, Bidder's principal place of business is located in North Carolina. YES / NO
(circle one)

A. **Business Type** (circle one of the following): CORPORATION (ALL TYPES); LIMITED LIABILITY COMPANY; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP; SOLE PROPRIETORSHIP; INDIVIDUAL; UNINCORPORATED ASSOCIATION; OR OTHER.

B. Provide address of principal place of business/principal office in North Carolina:

Street Address (no P.O. Box number)

City, State, Zip Code

Is the above address the location of Bidder's headquarters? YES / NO (circle one)

If Bidder has a public website, provide the link/address: _____

C. **ATTACH A COPY OF BIDDER'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Bidder's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Bidder).

OR (check the box below)

Bidder certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

2. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(3), in that, Bidder directs or manages its trade or business from its principal place of business in North Carolina. YES / NO
(circle one)

A. State the number of Bidder's employees that work at the North Carolina principal place of business:

B. State the total number of employees in Bidder's entire workforce:

C. Briefly describe in the box below how Bidder manages or directs its business or trade from its North Carolina principal place of business:

IF BIDDER DESIRES TO KEEP CONFIDENTIAL ITS ANSWERS TO QUESTION 2.A, B AND C ABOVE PURSUANT TO PARAGRAPH 17 OF THE INSTRUCTIONS TO BIDDERS, THEN PLEASE CIRCLE YES OR NO IN THE BOX. IF BIDDER FAILS TO CIRCLE YES FOR ANY REASON, THEN BIDDER'S ANSWERS MAY BE SUBJECT TO PUBLIC DISCLOSURE.

YES / NO

PART III

By executing this affidavit, the Bidder agrees to provide any additional information or documentation requested by the State (during the procurement process seeking clarification of the request for the Price-Matching Preference or after contract award to resolve any bid protest) to confirm the above certifications and statements within five (5) business days of request (including tax filings in North Carolina, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes, and any other documentation that may establish Bidder's principal place of business in North Carolina, including but not limited to information regarding the amount of income and unemployment taxes paid to other states and number of employees in North Carolina and number of employees in other states). 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 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 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. Bidder further understands and agrees that if Bidder fails to provide the State with the additional information and documentation within five (5) business days of the request; or the State determines that certifications or information in this Affidavit are false at any time after the contract is awarded to Bidder, the State may:

- (1) Cancel the Bidder's contract and/or purchase order that was awarded based on the price-matching preference and Bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State 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.

The undersigned hereby certifies that he or she has read this certification and is an officer, member, partner, owner or such managing employee of the Bidder (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Bidder to the certifications, statements and agreements herein.

Name of Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

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QUOTE No.

OFFEROR: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public: _____

My commission expires _____

DATE: May 3, 2012

PROPOSAL NO.: 11133918

CONTRACTING AGENCY:

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, NORTH CAROLINA**

PROJECT SPECIAL PROVISIONS

REST AREA PLUMBING, PAINTING, and REROOFING

SCOPE OF CONTRACT: The contractor shall furnish all labor and materials to complete the US-421 Sampson County Rest Area renovation project. The work of renovation shall consist of removing existing, and then furnishing and installing all new toilets, urinals, flush valves, sinks, Auto cutoff faucets, under sink supply and waste lines and 12 gallon water heater (storage room usage only) in the rest area service building, and to include all necessary valves and hardware. In addition to the sinks and toilets, the contractor shall furnish and install new wall mounted soap dispensers, paper towel dispensers and mirrors.

The work shall also consist of removing, furnishing and installing new floor-mounted plastic toilet partitions and urinal screens with brackets, overhead bracing, hardware, etc. This work shall also include furnishing and installing new toilet tissue dispensers, sanitary napkin disposal units and grab bars.

All holes in block walls and damaged tile in floors, which resulted from contractor's renovation work, shall be repaired. New tile samples will need to be submitted and approved before any repair work.

The work shall also consist of removing, furnishing and installing new lights, returns and registers in the rest rooms as well as new replacement light fixtures on the outside of the building (Sconces and soffit lights).

The work shall also consist of furnishing all materials and labor to paint the interior of the building, including both restrooms and the storage room. The work of painting shall consist of surface preparation, furnishing materials and labor for painting interior of the rest area building as well as the inside and outside of all doors and frames. The outside of the building, the post top light poles and the picnic tables shall be pressure washed to remove all dirt, grime, and peeling paint. The two outside display cases shall be sanded and restained.

The contractor shall furnish all labor, materials and supplies to remove the existing shingles and reroof the building using 30 year asphalt shingles. This work to include all necessary flashing and drip edges to accomplish the work in a professional manner. The contractor will be responsible for removing and remounting/reconnecting the existing HVAC unit during the reroofing process.

All items that are removed during the renovation shall become property of the contractor and will be responsible for proper removal.

County: Sampson
Route: US-421
Site: Rest Area
Location: 10 Miles South of Clinton

QUOTATION SUBMITTAL DATE: June 7, 2012 Time: 2:00pm

Contract Completion Date: The date of completion for this contract will be **75 consecutive days** from the date of the preconstruction conference. For each day in excess of the above number of days, the contractor shall pay the Owner Two Hundred Dollars (**\$200.00**) as **liquidated damages** reasonable estimated to cover the loss to be incurred by the Owner should the Contractor fail to complete this work within the time specified.

Pre-Bid Conference: A Pre-Bid conference will be held at the Rest Area Site on **May 16th, 2012** at 10:00 am for the purpose of reviewing the Request for Proposal and answering any questions potential contractors might have. This conference will be conducted by Department personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project.

Engineer: Reference to Engineer herein refers to Chief Engineer of Division of Highways, acting directly or through his duly authorized representatives. The Division Engineer of the Highway Division in which this project is located is as follows:

Ms. Karen Fussell, P.E.
Highway Division Engineer, Division 3
5501 Barbados Blvd.
Castle Hayne, NC 28429

BONDING

A. **Contract Performance Bond**: A performance bond in the amount of one hundred (100%) percent of the contract amount is required for all projects in excess of \$50,000.00. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

B. **Contract Payment bond** payment bond in the amount of one hundred (100%) percent of the contract amount is required for all projects in excess of \$50,000.00. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

NOTE: Proof of insurance and bonding (if bond is necessary) as described above, for the period of the contract, shall be furnished to the Engineer prior to beginning of work. (Note: All insurance and bond costs shall be included in bid price).

GENERAL REQUIREMENTS:

1. **The prospective bidders are requested and encouraged to make their own investigation of the rest area to verify existing conditions and to review the proposed work locations/conditions, etc. prior to submitting a quote.**
2. All work under this contract shall conform to the North Carolina State Building Code and other state, local and national codes as are applicable. The cost of all required inspection and permits shall be the responsibility of the Contractor. The Contractor is not required to purchase local building permits.
3. A licensed electrician to perform work in the state of North Carolina shall install all necessary electrical applications. All work under this contract shall conform to the North Carolina Electrical Code and the National Electrical Code.
4. Use of Existing Utilities and Facilities: The Contractor will be permitted to use the existing electrical power and water for construction purposes. Sanitary facilities will not be available due to the extent of the renovation and will be the responsibility of the Contractor to provide and maintain temporary sanitary facilities.
5. The contractor shall notify the engineer at least 2 weeks 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.
6. The contractor shall use personnel who are skilled in this type of work and familiar with the manufacturer's recommended methods of installation.
7. Warranties: The contractor shall furnish to the engineer all normal warranties before final acceptance.
8. It is the intent and purpose of these specifications to cover and include all major apparatus, appliances, equipment, and materials necessary to properly construct and put in complete working order the proposed renovations.
9. Where not specifically covered in the Special provisions, equipment shall be installed according to the manufacturer's published recommendations which must conform to the National Building Code and The Underwriters Laboratory specifications.

ITEM OF WORK TO INCLUDE:

Removal of Existing Toilet Partitions
Installation of Proposed Toilet Partitions and Accessories
Removal of Existing Flush Valves, Toilets, Lavatories, Faucets and Urinals
Installation of Proposed Flush Valves, Toilets, Lavatories, Faucets, Urinals, and Accessories
Removal of Existing Lights, Returns and Registers
Installation of New Lights, Returns and Registers
Painting and/or Pressure Washing of Rest Area Service Building, Post Top Light Poles and Picnic Tables
Removal of Existing Shingles
Installation of new 30 year 3-tab Shingles
Selective Tree Removal

Plumbing-This work shall include removing, furnishing and installing all lavatories, faucets, toilets and urinals in the rest area service building. This includes a 12 gallon hot water heater, and to include all necessary valves and hardware. This work shall also include the removing, furnishing and installing of a total of nine (9) toilets and three (3) urinals (including wall hangers for urinals), twelve (12) flush valves, four (4) stainless steel soap dispensers and six (6) wall mounted lavatories with self-closing faucets, four (4) mirrors, and four (4) paper towel dispensers.

Partitions-The work shall consist of removing, furnishing and installing new floor-mounted plastic toilet partitions and urinal screens with brackets, overhead bracing, hardware, etc. This work shall also include furnishing and installing new toilet tissue dispensers, sanitary napkin disposal and grab bars.

All holes and damaged tile, in walls and floors, which resulted from contractor's renovation work, shall be repaired. New tile samples will need to be submitted and approved before any repair work.

Ceiling- The work shall consist of painting the ceiling and furnishing and installing new brushed aluminum air returns and registers in both restrooms.

Lighting- The work shall consist of removing, furnishing and installing new lighting in both restrooms, on the porches and under the soffits and wall sconces.

Painting- The work shall consist of furnishing all materials and labor to paint the interior of the highway rest area building. The work of painting shall consist of surface preparation, furnishing materials and labor for painting interior of the rest area service building.

Pressure washing- The work shall consist of furnishing all materials and labor to pressure wash the tile floor of the rest area building, all exterior aluminum siding on the building, the post top light poles, as well as all picnic tables, benches, and pads.

Roof-The work shall consist of removing the existing shingles and replacing them with new 30 year 3-tab asphalt shingles and all necessary felt, flashing, drip edges, caulking, etc. to insure a professional, waterproof installation.

Selective Tree Removal- The work shall consist of the safe removal of trees on the site, as directed by the Engineer. Trees shall be removed without injury to surrounding plant material or structures. As trees are close to underground utilities that are to remain, stumps shall be ground to just below the ground surface. Remove all tree material from the site and properly dispose of it.

PROPOSED MATERIAL LIST

PLUMBING PRODUCTS

Provide equipment complete with components and accessories necessary to its satisfactory operation.

Listing of a manufacturer's name in this Section does not infer conformity to all requirements of the Contract Documents nor waive requirements thereof.

PLUMBING

PLUMBING FIXTURES

All Fixtures are to be American Standard, Eljer, or Kohler. All Flushvalves shall be **Sloan**. Installation shall be made according to the manufacturer's recommendations and/or code applicable. **Submit to the Engineer within 20 days prior to time, materials that the contractor proposes to incorporate into the project, catalog cuts, rough-in data sheets and technical information regarding fixtures and trim for approval.**

A. Water Closet: Floor mounted 1.6 gallons per flush toilet, siphon jet, elongated bowl, vitreous china, with 1-1/2" top spud. All to have 16 1/2" rim height for accessibility. Use **American Standard Madera EL 1.6 ADA #3043.001**, or equal by Eljer, or Kohler. Furnish with white, open front seat, less cover and with self-sustaining, check hinge and stainless steel hinge bolts. Use Church #9500C, Beneke #527 SS/CH, or Olsonite 95. Furnish with top spud flush valve, use **Sloan Royal Flushometer Model 111-1.6**, or equal by Hydrotech, or Zurn. Handicap mounting height to the seat shall be 17" minimum to 19" maximum. Provide all vandal resistant hardware where expose to the public.

B. Urinal: Wall Mount (1.0 gallon per flush) Vitreous China washout type with 3/4" top spud, and wall hanger. **American Standard Washbrook #6590.001**, Eljer, Kohler. Furnish with top spud flush valve use **Sloan Royal Flushometer Model 180-1.0**, or equal by Hydrotech, or Zurn. Provide all vandal resistant hardware where expose to the public. Handicap mounting height to the rim shall be 17".

C. Lavatories (Handicapped): White, acid resisting enameled cast iron, 20" x 18" lavatory with front overflow and wall hanger. **American Standard Regalyn 4869.001**, or equal by Kohler, or Eljer. Reuse existing lavatory concealed arm carriers. Furnish lavatories with supplies, fixed drains, and P-traps. To eliminate vandalism, all hardware to be installed with vandal resistant hardware, Insulate all trap assemblies to meet ADA standards. All piping under lavatories shall be insulated. Furnish 1 handle, chrome, .25 gpc maximum discharge, adjustable timing cycle, metering **faucet Modal 8884 M-PRESS by Moen**, or equal.

D. Water Heater: Heater shall have a 12 gallon storage capacity, 240V single phase. Tank shall be glass lined tank and equipped, as minimum, with boiler drain, replaceable magnesium anode rods to prevent premature failure against electrolytic corrosion. Water heater shall have the A.G.A. seal of certification, a working pressure rating of 150 psig, and ASME rated temperature and pressure relief valve. Complete unit shall be insulated, and baked enamel jacket and 4" high legs (or house keeping pad). Water heater tank shall be covered by a **eight year limited warranty** against failure due to corrosion or due to metal overheating caused by buildup of sediments. Water heater shall be as manufactured by **State Water Heaters M/N CSB-52-9-IFE-AXNC** or equal by A.O. Smith(DRE-52-9), or Ruud.

INSPECTION

The project will be checked periodically as construction progresses. No work will be covered up until approved by the Architect/Engineer. All testing performed under this contract shall be witnessed by the Architect/Engineer or one of his designee. The Contractor shall be responsible for notifying the Architect/Engineer at least 48 hours in advance when any work to be covered up is ready for inspection.

COMPENSATION FOR PLUMBING

A. The work of furnishing materials and installing the Plumbing in the Rest Area Building in accordance with the specifications, completed and accepted, will be paid for at the contract lump sum price for the "Plumbing Installation of the Rest Area Building". Such price and payment will be full compensation for all work of renovating Rest Area Building, including but not limited to, furnishing all transportation, materials, labor, tools, equipment, fees and incidentals necessary to complete the work. Payment will be made under:

"Plumbing Installation of the Rest Area Building Lump Sum

PLASTIC TOILET COMPARTMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Water-closet compartments and urinal screens.

1.02 SUBMITTALS

A. Product Data.

B. Shop Drawings.

C. Panel Color Verification Samples: **Submit 6-inch-square samples of each panel finish type and color to be installed.**

D. Manufacturer's Instructions.

E. Maintenance Data.

1.03 QUALITY ASSURANCE

A. Regulatory Requirements: Products and finished installations to be used by handicapped persons must comply with requirements of the NC State Building Code, Volume I-C, Accessibility Code, 1999 Edition.

1.04 COORDINATION

A. Use manufacturer's instructions and data to determine anchorage requirements for panel systems. In a timely manner, distribute to affected installers of related work those system components and anchorage devices provided by panel manufacturer for incorporation into other work.

PART 2 – PRODUCTS

2.01 PANEL SYSTEMS

A. Compartments: Provide compartments fabricated of partitions and erected using the following panel systems in replacement of existing:

1. Solid plastic, floor-anchored and overhead-braced w/ full length wall brackets.

B. Screen Systems: Provide screens erected using the following panel systems in replacement of existing:

1. Solid plastic, floor-anchored and overhead-braced w/ full length wall brackets.

2.02 PANEL MATERIALS

A. Solid Plastic:

1. Panel material: High-density polyethylene or polypropylene, of homogeneous composition and color throughout. Minimum thickness of material 1 inch. Provide seamless panels with eased edges.

2. Panel, shoes, and mounting brackets colors:

- a. **"Scranton Products- Hiny Hiders brand Solid Plastic Partitions , Hammered texture, Color-Stainless**

3. Hardware, head rails, and accessories: Manufacturer's standard styles. The following materials will be acceptable:

- a. Chromium-plated nonferrous cast alloy ("Zamac").
- b. Extruded aluminum, anodized and polished.

4. Manufacturers: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable (colors shall match those specified):

- a. **"Scranton Products- Hiny Hiders brand Solid Plastic Partitions , Hammered texture, Color-Stainless**

- b. or equal (must have similar texture to discourage marking and scratching)

2.03 ACCESSORIES

- A. General: Provide hardware and accessories as necessary to properly install panel systems indicated.
 - 1. Hinge: Self-closing, full piano style hinge; adjustable to permit door to rest at any angle.
 - 2. Latch for non-handicapped compartments:
Surface-mounted slide latch type, with emergency access feature.
Provide stop and keeper with rubber bumper.
 - 3. Latch for handicapped compartments: Surface-mounted sliding latch (for inner side of compartment doors), with emergency access feature, designed for use by handicapped persons.
 - 4. Door pull for handicapped compartments (for outer side of compartment doors): Suitable for use by handicapped persons.
 - 5. Combination coat hook with rubber bumper: Provide unit of sufficient length to prevent compartment door from striking installed toilet accessories.
 - 6. Leveling-and-anchorage devices: Rust-resistant steel devices as recommended by panel manufacturer for installation of panels in conditions indicated.
 - 7. Pilaster shoes: Plastic, finish to match compartments. Minimum shoe height: 3 inches.
 - 8. Fasteners: Tamper-resistant rust-proof, exposed fasteners as recommended by panel manufacturer for installation of panels and hardware in conditions indicated. Finish to match hardware.
 - 9. Overhead bracing: Antigrip headrail bracing fabricated from continuous extruded aluminum, clear anodized finish.
 - 10. Brackets: All panels shall be mounted with continuous panel brackets of matching plastic, and anchored to wall blocking.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions, except where more restrictive requirements are shown, specified, or are necessary for project conditions.

TOILET ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Towel Dispenser
 - 2. Soap Dispenser
 - 3. Mirrow
 - 4. Grab bars
 - 5. Toilet Paper Dispenser
 - 6. Sanitary Napkin Disposal Units
 - 7. Aluminum Vent Returns and Registers

1.02 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.
- C. Manufacturer's Instructions.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. For each distinct type of toilet accessory, provide accessories fabricated by a single manufacturer.
- B. All model numbers specified are products of **Bradley Corporation***, unless otherwise noted*.
- C. Only equivalent products of the following other manufacturers, provided they comply with requirements of the contract documents, will be considered acceptable:
 - 1. American Specialties, Inc.
 - 2. Bobrick Washroom Equipment, Inc.

2.02 TOILET ACCESSORIES

- A. Grab Bar :
 - 1. Basis of design: 001 - 42".
 - a. Stainless steel, nonslip gripping surface and concealed mounting, **Bradex Model 832**, by **Bradley**.

- B. Toilet Paper Dispenser:
 - 1. Basis of design: **Bradley Modal 5402**
 - a. Stainless Steel, surface mounted dual roll toilet tissue dispenser, holds up to 5" diameter standard core tissue rolls, extra roll drops in place.

- C. Surface Mounted Sanitary Napkin Disposal:
 - 1. Basis of design: **Bradley 4781-15**.
 - a. Stainless steel.
 - b. Serves 1 compartment

- D. Paper Towel Dispenser:
 - 1. Basic Design: **Bradley Modal 247 Recessed**
 - a. Stainless Steel
 - b. 18 guage door with piano hinge and tumbler lock keyed like other Bradley units.

- E. Soap Dispenser:
 - 1. Basic Design: **Bradley Modal 6563**
 - a. Stainless Steel Tank Type- with Black ABS Plastic Valve
 - b. Surface Mounted-Vertical
 - c. Liquid Soap-40 oz. capacity

- F. Mirror:
 - 1. Basic Design: **Bradley Modal 780-1830 Bradex**
 - a. Stainless Steel one-piece roll-formed ¾" Frame with welded corners
 - b. Size: 18" wide x 30" high
 - c. ¼" float glass
 - d. Concealed Mounting Bracket and wall hanger

- G. Vent Returns and Registers:
 - 1. Provide Aluminum Grills for all HVAC Registers and Returns
Sizes to match existing.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions, except where more stringent requirements are shown or specified, and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- B. Accessories Installed for Use by Handicapped Persons: Install in accordance with the NC State Building Code, Volume I-C, Accessibility Code, 1999 Edition.

COMPENSATION FOR TOILET PARTITIONS AND ACCESSORIES

A. The work of furnishing materials and installing the Toilet Partitions and Accessories in the Rest Area Building in accordance with these specifications, completed and accepted, will be paid for at the contract lump sum price for the "Toilet Partition and Accessories Installation in the Rest Area Building". Such price and payment will be full compensation for all work of renovating the Rest Area Building including but not limited to furnishing all transportation, materials, labor, tools, equipment, fees and incidentals necessary to complete the work. Payment will be made under:

"Toilet Partition and Accessories Installation in the Rest Area Building

Lump Sum

LIGHTING FIXTURE INSTALLATION

Lighting fixture installation shall meet the requirements of section 410 of the National Electrical Code. All fixtures shall be as manufactured by Lithonia (Peerless), GE, Halo, Hubble, Metalux, or Progress.

- 1. Each Restroom has 6 surface mounted light fixtures (total of 12) to be replaced
 - a. Specification Grade fixture, 1' x 4' size. 2 lamp, 4' T8: 25 or 32 watt
 - b. Standard White Flush steel door
 - c. Pattern 12 Acrylic lens
 - d. Electronic ballasts must meet the following criteria:
 - 1. Ballast to be "U/L Listed, Class P"
 - 2. Ballast to be "Sound Rated A"
 - 3.No "PCB" ballast will be accepted
 - 4.Ballast shall have high power factor (minimum of 90%)
 - 5. Minimum of five (S) years warranty is required with each electronic ballast

- 2. Each Porch area has 2 surface mounted fluorescent light fixtures (total of 4) to be replaced
 - a. Specification Grade fixture, 1' x 4' size. 2 lamp, 4' T8: 25 or 32 watt
 - b. Standard White Flush steel door
 - c. Pattern 12 Acrylic lens
 - d. Electronic ballasts must meet the following criteria:
 - 1. Ballast to be "U/L Listed, Class P"
 - 2. Ballast to be "Sound Rated A"
 - 3.No "PCB" ballast will be accepted
 - 4.Ballast shall have high power factor (minimum of 90%)
 - 5. Minimum of five (S) years warranty is required with each electronic ballast

- 3. There is one soffit light on each side of the building (total of 4) to be replaced
 - a. Replace in kind

- 4. There is one wall light on each side of the building (total of 4) to be replaced
 - a. Replace with 27 watt Fluorescent wall fixture
 - b. Lexan housing and Clear prismatic lexan diffuser.
 - c. Electronic ballast-20 degree instant start
 - d. Approximate Size: 10" x 7" x 4"
 - e. Bronze color
 - f. Cool White Compact Fluorescent bulb

Lamps

- A. The contractor shall furnish and install electronic ballasts, "T8" lamps or as noted on drawings. All incandescent lamps shall be 130 volt type. Fluorescent tubes shall be General Electric, Phillips, or Westinghouse. Incandescent lamps shall be rated at 3500 hours at life minimum.

COMPENSATION FOR LIGHTING

A. The work of furnishing materials and installing new light fixtures in the Rest Area Building in accordance with the specifications, completed and accepted, will be paid for at the contract lump sum price for the "Furnish/ Install Lighting ". Such price and payment will be full compensation for all work of constructing Rest Area Building including but not limited to furnishing all transportation, materials, labor, tools, equipment, fees and incidentals necessary to complete the work. Payment will be made under:

"Furnish/ Install Lighting"..... Lump Sum

PAINTING/PRESSURE WASHING

I. Rest Area Service Building

Painting shall consist of wood surfaces, painted tile, and metal items as listed below. All surfaces scheduled for painting shall be cleaned, mildew removed and caulked in accordance with surface preparation.

Items to be Painted and Paint Schedule as follows:

- A. Exterior
- | | | |
|----|---|-----------|
| a. | wood siding | SCH. 1002 |
| b. | wood doors (all sides & frames) | SCH. 1003 |
| c. | metal door and frames | SCH. 1006 |
| d. | miscellaneous metals, such as columns, roof vents, etc. | SCH. 1006 |
- B. Interior
- | | | |
|-----|--------------------------------|-----------|
| a. | painted tile walls | SCH. 1102 |
| b. | metal door and frames | SCH. 1107 |
| c. | display case frames | SCH. 1005 |
| d. | ceiling drywall/gypsum board | SCH. 1002 |
| e.. | storage room interior painting | SCH. N/A |
- Note: all material/suppliers to be removed and put back into storage after painting by others.

Items to be Pressure Washed as follows: Care should be taken not to harm surfaces.

- a. Interior
All Tile floors to be pressure washed
- b. Exterior
1. Vinyl Soffits, fascia & trim
 2. Post Top Light Poles
 3. Picnic Tables- remove all peeling paint

PAINT SCHEDULE

A. Exterior typical paint schedules for various types of materials and surfaces

1002. Exterior painting over areas previously painted with latex:
- First Coat - Exterior Latex Undercoat Primer with mildew resistance additive.
Second Coat - Exterior Latex, Semi-gloss, Satin Finish
Third Coat - Exterior Latex, Semi-gloss, Satin Finish
1003. Exterior painting over previously painted surfaces with alkyd paint:
- First Coat - Exterior Oil Primer with mildew resistant additive
Second Coat - Exterior Alkyd Semi-gloss, Satin Finish
Third Coat - Exterior Alkyd Semi-gloss, Satin Finish
1005. Exterior Restaining over areas previously stained and sealed with polyurethane/varnish:
- First Coat - Exterior Varnish
Second Coat - Exterior Varnish

1006. Exterior painting of previously painted metal items:

First Coat - Exterior Oil Primer with mildew resistance additive.
Second Coat - Exterior (Oil) Alkyd Semi-gloss- Enamel Finish
Third Coat - Exterior (Oil Alkyd Semi-gloss, Enamel Finish

B. Interior Typical Paint Schedules for Various Types of Materials and Surfaces.

1102. Interior painting over previously painted tile and drywall surfaces with latex.

First Coat - Interior Latex Undercoat Primer
Second Coat - Interior Latex Semi-gloss, Satin Finish
Third Coat - Interior Latex Semi-gloss, Satin Finish

1104. Painting over previously painted wood surfaces with latex paint.

First Coat - Interior Latex Undercoat Primer
Second Coat - Interior Latex Semi-gloss, Satin Finish
Third Coat - Interior Latex Semi-gloss, Satin Finish

1107. Interior painting over surfaces previously painted with alkyd such as metal doors, frames, piping, etc.

First Coat - Interior Oil Primer
Second Coat - Interior Alkyd (Oil Base) Semi-gloss, Satin Finish
Third Coat - Interior Alkyd (Oil Base) Semi-gloss, Satin Finish

Surface Preparation:

All surfaces to be painted or stained shall be clean, dry, and free of frost, mildew, moisture, and loose paint from scaling, blistering, etc.

Where existing paint is scaling, blistering, etc., Contractor to wash, scrape and remove all loose material and prime with oil base primer.

Where existing paint surfaces have mildewed/molded, the Contractor shall remove mildew/mold with an approved solution and apply a primer oil base type with a mildew resistance additive. Rates are to be in accordance with manufacturer's recommendations. Pressure wash maybe used with Engineer's approval.

Minor imperfections, nail holes in trim, walls, ceiling, etc., shall be filled with plaster/putty. Patch material shall be colored to match finished work. Finish all patch work by sanding and leaving a **smooth neat surface**.

Wood trim around display case frames shall first be sanded to remove gloss finish and sponged with water and allowed to dry prior to applying paint.

Steel and iron shall have grease, rust, scale and dirt removed; by scraping, sanding and washing as needed to produce a clean paintable surface. Chipped or abraded places are to be recoated with primer, same as shop coat, after this dries, prime entire surface.

Caulking:

The Contractor is to remove broken, loose caulking material and caulk or recaulk construction joints, around door/window frames, and at all points on interior and exterior which are necessary for a proper waterproofing seal as specified herein.

- a. Sealant/Caulking Compound: Use a latex/silicon caulking one part by Dap, Inc. with a minimum of a 25 year warranty. Color to be clear or to match paint. Provide DAP, DOW Corning or equal. Where voids are deep enough to require a filler or backing, use open-cell polyurethane joint filler.

- b. 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 proper 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:

General: The Contractor shall provide all necessary materials for complete painting as outlined herein to include but no limited to paint thinners, brushes, rollers, caulking, drop cloths for floors, toilet partitions fixtures, picnic table tops, concrete pads, ladders, scaffolding, wet paint signs, barricade material, roping/tape, etc., as required for proper completion of this work.

- a. Paint shall be a high quality product top of the line of the following manufacturers: Pittsburgh, Glidden, Benjamin Moore, Devoe, Sherwin-Williams, or approved equal.
- b. Stain shall be the high quality products of the following manufacturers: The Rez Company, Olympic Stain Company, Samuel Cabot Company, or approved equal.
- c. 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 with a minimum of thinning. Any necessary or required thinning of paint shall be done in compliance with the printed instructions of the paint manufacturer.
- d. Colors shall be as selected by Engineer from samples furnished by Contractor as outlined under general requirements. Final coat of paint to be applied after approval by Engineer of a selected test area.
- e. Where varnish or enamel is used for painting, temperatures of 70 degrees F. or more shall be maintained while the paint is being applied and until it has dried. Where interior paint is used, temperatures of 50 degrees F. or more shall be maintained during application of paint & drying period. Rooms, storage area, etc., shall be kept adequately ventilated during painting and drying periods. Exterior painting shall be done only when the outside temperature is 50 degrees F. or more - when drying weather exists

Application:

General: Paint shall be applied by skilled mechanics 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.

- a. Covering shall be complete. When color, stain or undercoats show through the final coat, the work shall be covered by additional coats 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. Prime-coated items of hardware shall be painted to match the surface to which they are attached.
- f. 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.
- g. All floors shall be protected from damage. Paints, stains and primers shall be removed completely without damaging their finish.
- h. When painting is complete all rubbish shall be removed from the job site and disposed of by the Contractor. The contractor shall leave with the Engineer a minimum of ½ gallon of each color of paint for future touch up.

COMPENSATION FOR PAINTING

The work of painting/pressure washing, consisting of surface preparation, furnishing materials and labor to paint rest area service building and other facilities when completed and excepted 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.

Payment will be made for the above work at the rest area facility under:

Painting/pressure washing Rest Area Facility..... Lump Sum

REMOVE EXISTING AND INSTALL NEW ASPHALT SHINGLES

Roofing Felt: 15# asphalt-saturated felt conforming to ASTM D-226.

Shingles: Shingles shall have 30-Year Ltd. Warranty and pass the ASTM’s 110 mph wind tests. Shingles shall be Class A fire rated, UL labeled. Comply with ASTM D3018 Type 1. Color: Charcoal. Provide Marquis Weather Max 3-tab Shingles by GAF or equal.

Lay one layer of 15# roofing felt to sheathing, lapping horizontally 6 inches, prior to placing shingles.

Furnish and install all items of flashing and caulking as required to properly and completely weatherproof the building.

Flashing, drips, etc., shall be galvanized steel, 26 ga. or aluminum, .019 inch sheeting.

Caulking: Caulking shall be installed in accordance with manufacturer's specifications. Use Dap "Flexseal", Dow Corning "790", or Pecora G

COMPENSATION FOR REROOFING

The work of removing existing shingles, and installing new asphalt shingles, when completed and excepted will be paid for as listed below. Such price to be considered at the contract lump sum price listed and 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.

Payment will be made for the above work at the rest area facility under:

Remove Existing and Install New Asphalt Shingles..... Lump Sum

SELECTIVE TREE REMOVAL

General

The Engineer has elected to have certain large trees removed from the project site during this renovation. These trees will be marked at the site for removal.

Remove trees without injury to surrounding plant material or structures that are to remain. As trees will be close to underground utilities that are to remain, stumps shall be ground to just below the ground surface, not removed. Remove from the project site and properly dispose of all tree materials.

Compensation

‘Select Tree Removal’ will be measured and paid for as the actual number of select trees satisfactorily removed from the project. Such price and payment will be full compensation for furnishing, all labor, equipment and all incidentals necessary to complete the work satisfactorily.

Payment will be made for the above work at the rest area facility under:

Select Tree Removal.....EA

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

**QUOTATION FORM
11133918**

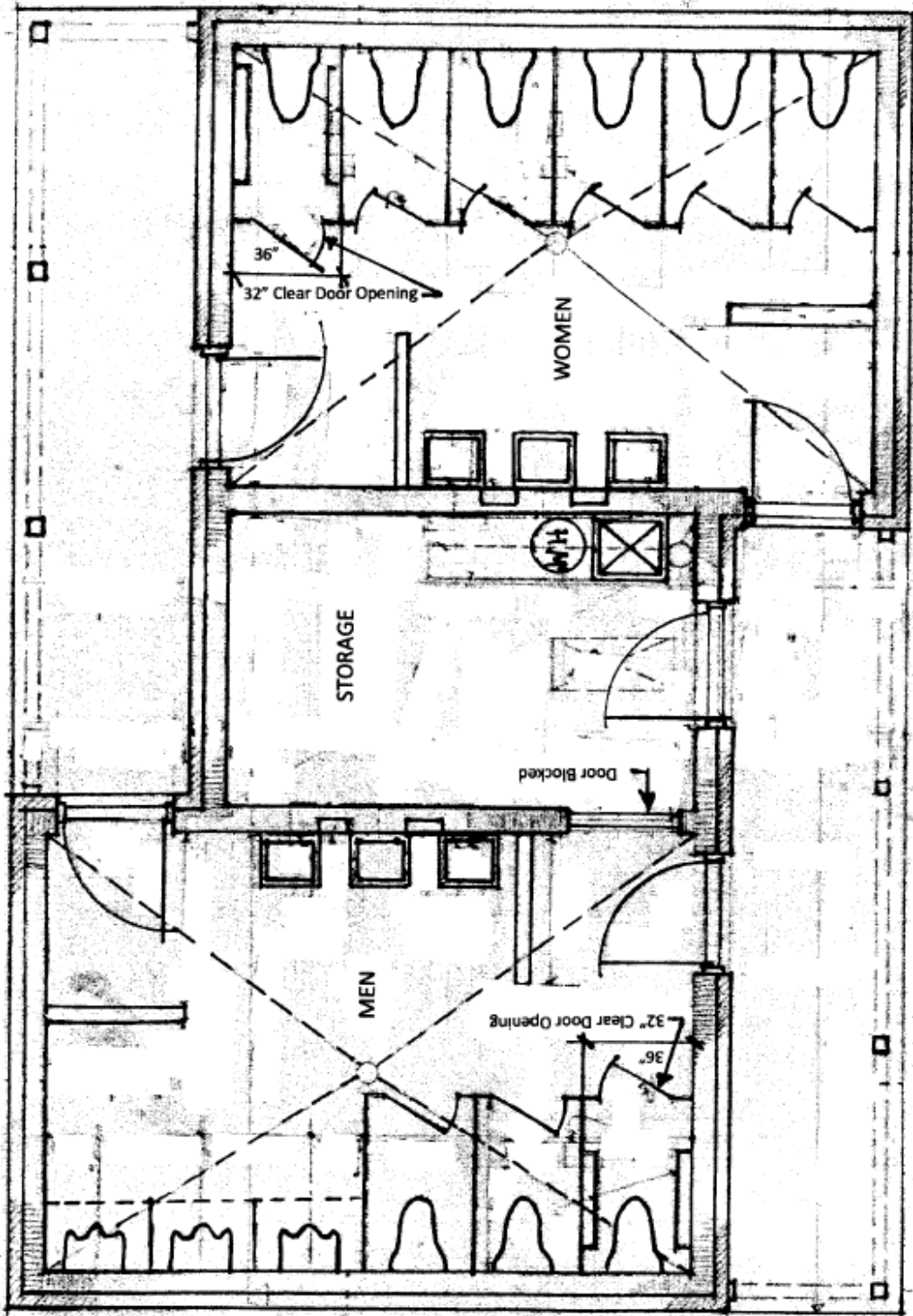
Job: **Renovation of US-421 Sampson County Rest Area**
Site: US-421, 10 miles South of Clinton
County: **Sampson**

QUOTATION: Contractor to furnish all materials and labor for removing and replacing Toilet Partitions, Flush valves, Toilets, Urinals, Lavatories, Faucets, Lighting, Shingles, Trees, and Painting/Pressure Washing. As outlined in the attached proposal and plans for the following fixed prices.

<u>ITEM:</u>	<u>QTY</u>	<u>UNIT</u>	<u>BID</u>	<u>AMOUNT</u>
1) Furnish/ Install Plumbing (includes fixtures)	1	LS		
2) Furnish / Install Toilet Partitions and Accessories	1	LS		
3) Furnish / Install Lighting	1	LS		
4) Painting/Pressure Washing Rest Area Facility	1	LS		
5) Remove Existing and Install New Asphalt Shingles	1	LS		
6) Selective Tree Removal	5	EA		

TOTAL AMOUNT \$_____

Sampson County Rest Area Building
For general layout and notes only. Do not measure from plan.



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. NCDOT 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:** NCDOT 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:** NCDOT reserves the right to require a list of users of the exact item offered. NCDOT 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, NCDOT 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 NCDOT 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 NCDOT to be pertinent or peculiar to the purchase in question. Unless otherwise specified by NCDOT or the offeror, NCDOT reserves the right to accept any item or group of items on a multi-item quote.

After the foregoing evaluation, the quotes will be reviewed to determine if there are any North Carolina resident offerors that submitted responsive quotes and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143-59. If such offerors are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident offerors qualify for this preference and, if so, make the contract award pursuant to Paragraph 23 below.

In addition, on TERM CONTRACTS, NCDOT 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 NCDOT to be pertinent or peculiar to the purchase in question.

16. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, NCDOT 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 NCDOT 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 return, if required, as specified above.
19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident offeror awarded a contract pursuant to Executive Order #50 (price-matching preference), the State Purchasing Officer or procurement officer may request the North Carolina resident offeror to produce documentation substantiating the North Carolina resident offeror'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 offeror. Pursuant to Paragraph 23 below, the North Carolina resident offeror 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 offeror 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.
22. **CONFIDENTIALITY OF BIDS:** In submitting its quote, the offeror agrees not to discuss or otherwise reveal the contents of the quotes to any source outside of the using or issuing agency, government or private, until after the award of the contract. All offerors 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 offeror(s) for purposes of seeking clarification. A offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other offeror to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other offeror's quote 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 Quote. Offerors 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." For purposes of this RFQ, "bidder" as used in G.S. § 143-59 and Executive Order #50 shall also mean "offeror".

In order to qualify for this preference, a resident offeror bidder must: (1) request the preference; and (2) complete "Resident Bidder's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification"). The Certification may not be submitted after the public opening of the bids. By executing the Certification, the offeror 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 Offeror's payment of the subject taxes and such other information regarding offeror's management or directors of its business or trade of its principal place of business).

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

If the lowest responsible quote was submitted by nonresident offeror and there are one or more North Carolina resident bidders that submitted a price that was within 5% or \$10,000 of the nonresident offeror's price, then the evaluators shall review the Certification(s) of the resident offeror(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 offeror(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident offeror'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 offeror's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding offeror's management or directors of its business or trade of its principal place of business). If the resident offeror's Certification for the price-matching preference is challenged in a protest, the resident offeror shall provide the foregoing information and/or documentation 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 16 of the Instructions to Bidders, the State is prohibited from making public disclosures of the offeror'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 protest challenging resident offeror's qualification for the price-matching preference). In order to further preserve the confidentiality of offeror's tax information and documentation provided the State, the offeror shall comply with Paragraph 16 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 offeror(s) was or was not qualified for the price-matching preference.

If more than one North Carolina resident offeror qualified for the price-matching preference, then the evaluators shall prioritize the qualified North Carolina resident bidders according to their original quotes, from lowest to highest, so that qualified North Carolina resident offeror that submitted the lowest quote should get the first opportunity to match the quote of the nonresident lowest responsible offeror. If the lowest responsible and qualified North Carolina resident offeror declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident offeror and to continue in this manner until either a qualified North Carolina resident offeror accepts to contract award or the award is made to nonresident offeror, if no qualified North Carolina resident offeror accepted the award. If two responsible North Carolina resident bidders qualify for the price-matching preference, both had the same quote, then the evaluators may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine, which offeror 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 offeror'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 at any time during or after the procurement process (including but not limited to clarifications and resolution of protests), the State determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Offeror failed to provide, within the specified time period, the information and documentation the State requested, then the State may:

- (1) Cancel the resident offeror's contract and/or purchase order that was awarded based on the price-matching preference and resident offeror 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 offeror;
- (2) Offeror 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 Offeror 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, NCDOT may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. NCDOT reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to NCDOT.

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. NCDOT 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:** NCDOT 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 NCDOT 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 _____, 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 and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
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, 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 \$5,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and 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.

20. **Health Act** (OSHA, and state and federal requirements relating to clean air and water pollution.

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 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.

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, and Transportation). 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.