

	<p>Address 4010 Barrett Drive Suite 102 Raleigh, NC 27609 United States of America</p> <p>Phone Number 919-787-3560</p> <p>Fax Number 919-783-5415</p>
Refer ALL Inquiries to: Jeff Horton, Executive Director	Proposals will be opened: July __, 2020
Telephone No: (919) 787-2526	
E-Mail: jeff@ncseniorliving.org	

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at 4010 Barrett Drive, Suite 102, Raleigh, NC 27609 until 2:00 p.m. on the day of opening and then opened, for furnishing and delivering the service as described herein. Refer to page 3 for proper mailing instructions. Bids submitted via facsimile (FAX) machine or email in response to this Invitation for Bids (“IFB”) will not be acceptable. Bids are subject to rejection unless submitted on this form.

There will be no public bid opening. Award information will be available upon request after the bid has been awarded. The form and content of the bid recaps will be at the sole discretion of NCSLA. They may be in electronic form.

EXECUTION

In compliance with this IFB, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, Bidder certifies that as of the date of submitting its bid, and for the entire term and any renewal of any contract entered pursuant to this bid, with respect to any federal health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any state health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively the “Programs”), neither (a) the Bidder; (b) any individual with a direct or indirect ownership or control interest of five percent (5%) or more of the Bidder; nor (c) any director, officer, agent, or employee of the Bidder (collectively, the “Bidder Parties”); is currently debarred, suspended, or excluded from any Program. Bidder shall immediately notify NCSLA in writing if this representation is no longer true, or if a Bidder Party is sanctioned or has a civil monetary penalty levied under any Program. The listing of a Bidder Party on the U.S. Department of Health and Human Services, Officer of Inspector General’s (“OIG”) exclusion list or the OIG’s website for excluded individuals/entities

shall require immediate written notice to NCSLA and shall be a grounds for termination of any contract entered pursuant to this bid.

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

BIDDER:	FEDERAL ID OR SOCIAL SECURITY NO.	
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		
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer must be valid for 60 days from date of bid opening.

Submit one (1) signed, original executed proposal response, one (1) photocopy, and one (1) electronic copy (emails not accepted) of your proposal simultaneously to the address identified below.

Clearly mark each package with: (1) Bidder name; (2) "PPE Bid"; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Bidder is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

MAILING INSTRUCTIONS

Mail only one fully executed proposal per package (with copies) per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements, and specifications of this IFB before submitting bids. Failure to do so will be at the bidder's own risk.

DELIVER TO: Jeff Horton

PPE Bid

North Carolina Senior Living Association
4010 Barrett Drive
Suite 102
Raleigh, NC 27609

TRANSPORTATION CHARGES

“FOB to each Facility with all transportation charges prepaid and included in the bid price.”

PURPOSE AND BACKGROUND

The purpose and intent of this request for bid is to acquire PPE supplies for each adult care home and family care home licensed under Chapter 131D of the North Carolina General Statutes. Session Law 2020-4 allocated \$3,750,000 to the NCSLA “to be used for (i) the purchase of supplies and equipment necessary for life safety, health, and sanitation, such as ventilators, touch-free thermometers, gowns, disinfectant, and sanitizing wipes, and (ii) the purchase of personal protective equipment that meets the federal standards and guidelines from the Centers for Disease Control and Prevention, such as surgical and respiratory masks and gloves.” The total amount available under this IFB for the purchase of PPE is estimated to be \$3,500,000. The NCSLA anticipates allocating a certain level of funding to each Facility to be used to acquire PPE needed by the Facility. The Facility will be able to place an order with the selected Vendor(s) for an amount not to exceed the allocation. NCSLA will pay the selected Vendor(s) directly. The selected Vendor(s) will ship the PPE to each Facility based on the Facility’s order.

SCOPE OF WORK

Bidders may provide pricing on any/all items they are able to offer. **Please provide quantities at which price breaks will occur, as large quantity purchases may occur.**

Description Specifications	Unit	Quantity Price Breaks	Item Number	Brand	Est. Delivery Date	Unit Price (per price break)	Meets NIOSH	Meets FDA	Meets EPA	Meets ASTM	Meets AAMI
Face mask, ASTM Level 1, adult size, disposable, ear loop, 3 layer, soft non-woven, elastic ear straps, latex free, must state thickness, bendable nose piece. MUST meet ASTM standards.											
Face mask, ASTM Level 2, adult size, disposable, ear loop, 3 layer, soft non-woven, elastic ear straps, latex free, must state thickness, bendable nose piece. MUST meet ASTM standards.											
Face mask, ASTM Level 3, adult size, disposable, ear loop, 3 layer, soft non-woven, elastic ear straps, latex free, must state thickness, bendable											

nose piece. MUST meet ASTM standards.											
Face mask, (NOT SHIELD) CLEAR, ASTM Level 3 preferred, include Level 1-2 as options. Elastic ear straps, latex free, must be able to provide full face visibility. If not, vendor shall send sample. High visibility required and transparent.											
Face mask, child's, Kimberly- Clark or equal to, disposable, breathable, latex free, made of soft, lightweight materials with stretchable ear loops or elastic ear straps.											
Glove, exam grade, adult, size S, M, L, Powder free nitrile, latex free.											
Glove, exam grade, adult size XL, XXL Powder free nitrile, latex free.											

<p>Face shield Splash Shield – transparent plastic, must extend from eyebrows to below chin. Vendor shall submit sizes if one size does not fit most. Anti- fog, disposable.</p>											
<p>Isolation Gown. Protective Procedure Gown. AAMI Level 1, non- sterile, unisex sizing, latex free, light weight, disposable. Ties must meet sizing for all unisex sizes if applicable at neck and waist. Long sleeves, cuffed wrists.</p>											
<p>Hand Sanitizer – 70% alcohol content, must kill minimum 99.9% of germs and proven Coronavirus. Vendor must state kill time.</p>											
<p>Vendors should list available sizes from desk pump size to gallon refillable options.</p>											

<p>Wall mounted hand sanitizer dispenser. Manual and automatic. Vendor should list both if available, list any specific needs such as batteries (size/type), etc. Must coincide with proposed hand sanitizer options.</p>											
<p>Floor Stand hand sanitizer dispenser. Vendor may propose durable and disposable models. Must coincide with proposed hand sanitizer options.</p>											

VENDORS SHALL PROVIDE PRICING BASED ON QUANTITY PRICE BREAKS. NCSLA CANNOT GUARANTEE A MINIMUM OR MAXIMUM NUMBER OF EACH ITEM. THIS REQUEST FOR QUOTE MAY BE AWARDED TO MULTIPLE SUPPLIERS, BASED ON QUANTITIES AVAILABLE FOR DELIVERY.

PRICES WILL BE HELD FIRM THROUGH JUNE 30, 2021.

VENDORS ARE REQUIRED TO PROVIDE SPECIFICATION DOCUMENTS, CERTIFICATION DOCUMENTS, AND SAMPLES WHERE APPLICABLE. PLEASE PROVIDE LINKS TO PROPOSED ITEMS IN THE VENDOR'S ONLINE CATALOG.

NIOSH, FDA, EPA, AAMI, ASTM CERTIFICATIONS MUST BE CLEARLY NOTED, STAMPED, IMPRINTED, AND INCLUDED WITH SUBMITTAL WHERE APPLICABLE.

DELIVERY DATE ESTIMATES MUST BE INCLUDED. VENDOR SHOULD CLEARLY STATE IF THIS IS A PRE-ORDER, INSTOCK, OR OUT OF STOCK (WITH ESTIMATED REPLENISH AND SHIPPING DATE). IF VENDOR CAN ONLY PROVIDE AN INITIAL ONE-TIME ORDER, THIS MUST BE STATED IN THE PROPOSAL.

VENDORS SHALL STATE HOW ITEMS ARE PACKAGED AND SHIPPED TO DESTINATION; IE: x number of boxes per pallet, shrink wrapped, etc.

VENDORS SHALL DESCRIBE THEIR EXPERIENCE IN SERVING NORTH CAROLINA’S ADULT CARE HOME AND FAMILY CARE HOME PROVIDERS AS A MEDICAL EQUIPMENT SUPPLIER AND PROVIDE A LIST OF HOMES WHICH THE VENDOR IS CURRENTLY OR HAS PREVIOUSLY CONDUCTED BUSINESS.

Definitions:

NIOSH (National Institute for Occupational Safety and Health)

FDA (Food and Drug Administration)

EPA (Environmental Protection Agency)

AAMI (Association for the Advancement of Medical Instrumentation)

ASTM (American Standard for Testing and Materials)

IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. NCSLA will make every effort to adhere to this dule.

Event	Responsibility	Date and Time
Issue IFB	NCSLA	7/2/2020
Submit Written Questions	Vendor	7/10/2020 by 5:00 p.m.
Provide Response to Questions	NCSLA	7/15/2020 by 5:00 p.m.
Submit Bids	Vendor	7/17/2020 by 5:00 p.m.

BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bids possible. To accommodate the Bid Question process, vendors shall submit any such questions by above due date.

Written questions shall be emailed to jeff@ncseniorliving.org by the date and time specified above. Vendors should enter “**PPE Bid**” as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question . . .?

Questions received prior to the submission deadline date, NCSLA’s response, and any additional terms deemed necessary by NCSLA will be posted in the form of an addendum to the IFB and posted to the NCSLA’s website at ncseniorliving.org, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any NCSLA personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

PROPOSAL SUBMITTAL

Sealed BIDS, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated on page 3, for furnishing and delivering those items or services as described herein.

IMPORTANT NOTE: All BIDS shall be physically delivered to the office address listed above on or before the bids deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bids physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any proposal received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the service as described herein.

METHOD OF AWARD

All qualified bids will be evaluated, and awards will be made to the Vendor(s) meeting the IFB requirements and achieving the highest and best final evaluation. NCSLA reserves the right to waive any minor informality or technicality in proposals.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period - from the date proposals are opened through the date the contract is awarded - each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of NCSLA. All communication should be directed in written form to Jeff Horton, jeff@ncseniorliving.org.

CUSTOMER REFERENCES

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been provided.

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone #	
Contract End Date		Contact Person e-mail address	

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Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone #	
Contract End Date		Contact Person e-mail address	

AWARD CRITERIA

As provided by statute, award will be based on the lowest and best bid (most advantageous to NCSLA) as determined by consideration of:

1. Prices offered.
2. Quality of item(s) offered.
3. General reputation and performance capabilities of the bidder.
4. Conformity with specifications herein.
5. Delivery schedule.
6. Suitability for Intended Use.
7. References provided for proposed item(s).
8. Demonstration of proposed item(s), if required.

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by NCSLA to be most advantageous or to constitute its best interest. Bidders should show unit prices but are requested also to offer a lump sum price.

AWARD OF CONTRACT

Award of this bid is not limited to one vendor. The successful bidder(s) will be notified by “Notice(s) of Award” issued by Jeff Horton, Executive Director

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Bid audits may be conducted as a means of determining and/or verifying the cost quoted by the Vendor.

CONTRACT TIME PERIOD

The time period for this bid will begin on July 24, 2020 and continue through June 30, 2021. The NCSLA reserves the right to award the bid to a vendor for a longer initial term period than the time period stated in the Bid Certification if it is determined to be in the best interest of the NCSLA. Unless otherwise indicated in these General Terms and Conditions, all bid pricing will be firm throughout the entire contract period. Upon mutual written agreement of both parties, this contract may be extended beyond the expiration of the contract time period in accordance with section “Extension Clause.”

The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this IFB without the prior written consent of NCSLA.

EXTENSION CLAUSE

This contract may be extended for 1 year unless sooner terminated in accordance with the provisions of this Contract if the vendor and the NCSLA mutually agree, no increases in costs are incurred except for the growth and the maximum allowable escalation price is capped by consumer price index increases.

BID EVALUATION

Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function, and performance. NCSLA reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

FIRM BID

Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

VALUE ADDED

Value added options and services and other purchasing incentives will not be considered as a factor in evaluating the award of this Bid.

MAKE AND MODEL

Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

VENUE

This agreement will be construed and governed according to the laws of the State of North Carolina.

Both parties agree that venue for any litigation arising from this contract shall lie in Wake County, North Carolina.

WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

SUITABILITY FOR INTENDED USE

Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features and diversity called for herein. NCSLA reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in the NCSLA's best interest.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply with all applicable equal employment opportunity laws and regulations, including but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

Bidder further agrees that the bidding entity is and during the period of any contract resulting from any award under this IFB will remain, in compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute vendor's breach of contract due to a substantial failure by the vendor to fulfill its obligations, whereupon the NCSLA may terminate the vendor's contract for cause as provided by section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination."

NON-COLLUSION CERTIFICATION

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

- a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this IFB;
- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid;
- c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the NCSLA in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid;
- d) neither the bidder, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this bid, and this bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder, competitor, or potential competitor prior to the opening of bids or proposals for this project; and
- e) No attempt has or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

ASSIGNMENT - DELEGATION

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the NCSLA. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT INCORPORATED BY REFERENCE

By submitting a bid, Bidder certifies that it has read the contract attached hereto as Attachment B between the NCSLA and the North Carolina Pandemic Recovery Office (NCPRO), under the auspices of Office of State Budget and Management, OSBM, is familiar with the same, and with the legal guidance therein, the terms of which are incorporated herein by reference.

PERFORMANCE SURETY

Any Bidder awarded a contract will obtain a performance bond or other suitable surety approved by the NCSLA for the faithful performance of this contract.

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. NCSLA objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:** **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids. **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only. **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
9. **CLARIFICATIONS/INTERPRETATIONS:** All questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. All revisions to this document shall be made only by written addendum from NCSLA Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
10. **ACCEPTANCE AND REJECTION:** NCSLA reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
12. **REFERENCES:** NCSLA reserves the right to require a list of users of the exact item offered. NCSLA may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to NCSLA as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by NCSLA to be pertinent or peculiar to the purchase in question. Unless otherwise specified by NCSLA or the bidder, NCSLA reserves the right to accept any item or group of items on a multi-item bid. NCSLA also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, NCSLA 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 NCSLA to be pertinent or peculiar to the purchase in question.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** NCSLA 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. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, NCSLA will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL"

by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become NCSLA property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

17. **AWARD PROCEDURES:** Contract award notice shall be posted on NCSLA website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.

18. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every deadline set out in this Contract.

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

20. **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 NCSLA, indicating the specific regulation which required such alterations. NCSLA reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

21. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

22. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

23. **INSPECTION AT CONTRACTOR'S SITE:** NCSLA 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 NCSLA 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.

24. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment 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.

25. **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.

26. **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.

27. **PATENT:** The contractor shall hold and save NCSLA, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by NCSLA or disclosure of any information pursuant to the NC Public Records Act.

28. **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 purchasing department and solely as a convenience to the contractor, NCSLA 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 NCSLA to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

29. **INSURANCE:**

a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury Statutory Limits
Part B By Accident \$500,000 each accident
By Disease \$500,000 policy limit
\$500,000 each employee

b. **Public liability and Property Damage Insurance** - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate \$2,000,000
Premises Operations \$1,000,000
Personal & Advertising Injury \$1,000,000

c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

30. **GENERAL INDEMNITY:** The provider shall hold and save NCSLA, 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 provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against NCSLA agents who are involved in the delivery or processing of contractor goods to NCSLA. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

31. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 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.

32. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

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

34. **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.

35. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the NCSLA internal auditors shall have access to persons and records as a result of this contract and all contracts entered into in connection with this Contract.

36. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the NCSLA who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of

its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

37. **IRAN DIVESTMENT ACT:** Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement

ATTACHMENT A

Company name (include any dba): _____
Phone number: _____ Fax: _____
E-mail: _____ Contact: _____
Corporate Office Address: _____

Insurance Contact: _____ Phone number: _____