

**Term Contract No. 485C**

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>485C</b>	<b>Mats and Matting (Door, Carpet, Etc.)</b>
<b>Effective Dates</b>		
<b>Bid Number</b>	702012	
<b>Administrator</b>	Teresa Chaney	
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<b>Last Updated</b>		

**General Information: The State is in the process of establishing a new contract. Therefore, agencies are to proceed within their delegation and adhere to purchasing policy and procedures until a new contract has been established.**

**1. General Information**

Special note to schools: In order to facilitate deliveries for school opening requirements, school administrators are urged to place as many orders as possible at the close and during the summer months. This will enable the contractor to schedule production and delivery prior to September.

**2. Scope of Contract**

The scope of this contract is limited to normal requirements for Door Mats and Matting. This contract is for use by all state agencies, departments, institutions, universities, community colleges, public schools units (except those exempted by statute), and certain non-state agencies.

**NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT**

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

**3. Taxes**

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

**4. Abnormal Quantities**

For purposes of this Invitation for Bids and any resulting contract award, any agency requirement that exceeds \$15,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

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- 1) Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- 2) Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- 3) A separate Invitation for Bids may be issued for the requirement

## 5. Minimum Orders

The minimum order, qualifying for prepaid transportation, is \$100.00 for any single order. Users are not required to use this contract for orders less than the minimum order; however, the user may elect to use this contract for orders less than the minimum order, if the contractor elects to accept such order. In such cases, the order will be shipped prepaid, with transportation charges added to the invoice as a separate item.

## 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

## 7. Delivery

The contractor(s) will complete delivery within the time specified below.

Carolina Industrial Mat Co. Inc.	14 days
Continental Flooring Company	14 days
R.C. Weatherman & Son, Inc.	14 days
Sam Tell and Son, Inc.	

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## 8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is \$100.00 or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contact.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

Note! All shipments should be inspected for damage immediately upon receipt.

**9. Item Pricing Information – See the E-Procurement Catalog via <http://eprocurement.nc.gov>**

**10. Price Lists and Catalogs**

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

**11. Special Note**

For any items not awarded at this time, agencies may purchase on their own following proper purchasing procedures as long as order values are within their delegations. It is anticipated that categories without awards currently may eventually have awarded items during the contract period. Please check periodically to see if items have been added.

**12. Contractors**

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

<b>Contractor Name</b>	<b>Address / Fed ID</b>	<b>City, State, Zip</b>	<b>Contact, Phone, Fax, &amp; E-mail</b>
<b>RC Weatherman &amp; Son, Inc.</b>	2774 Nieman Industrial Dr.	Winston-Salem, NC 27103	Randy Weatherman <a href="mailto:srcweatherman@triad.rr.com">srcweatherman@triad.rr.com</a> (800) 824-7756 (336) 768-8182 Fax
<b>Sam Tell and Son, Inc</b>	58-51 Maspeth Avenue	Maspeth, NY 11378	Marc Tell <a href="mailto:fsmilow@samtell.com">fsmilow@samtell.com</a> 718-386-0707 718-497-6513
<b>Continental Flooring Company</b>	9319 N. 94 <sup>th</sup> Way, Suite 1000	Scottsdale, Arizona 85258	Richard Bickler <a href="mailto:rbickler@continentalflooring.com">rbickler@continentalflooring.com</a> 800-825-1221 480-949-8509 480-945-2603 (fax)
<b>Carolina- Industrial Mat Co., Inc.</b>	1401 Sumner Road	Thomasville, NC 27360	Scott Miller <a href="mailto:industrial@northstate.net">industrial@northstate.net</a> 336-476-0738 336-476-0374 (fax)

**13. Warranty**

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, as specified in the item description.

**14. Substitutions**

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

**15. Contract Addenda**

Addenda Date	Effective Date	Change
October 15, 2008	October 15, 2008	RC Weatherman e-mail address change