

Term Contract No. 485G

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	485G	Brooms, Mops, Brushes, and Other Cleaning Implements
Effective Dates		
Bid Number	700700	
Administrator	Teresa Chaney	
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Last Updated		

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

This contract is a combination of two previous contracts: Mops, Wet and Dry (485E) and Floors, Dust, Scrub Brushes/Brooms (485B). All products listed in the vendor's catalogs are available for purchase. Please note: products are broken down into four different categories, as follows:

Category 1	Corn brooms and whisk brooms
Category 2	Wet mops and mop handles
Category 3	Dust mops, dust mop refills, handles and dusters
Category 4	Brushes, push brooms, wood handles and squeegees

Each vendor has been awarded the contract on one or more of these categories.

2. Scope of Contract

The scope of this contract is limited to the State's normal requirements for cleaning implements including dusters, brooms, wet and dry mops, carpet care bonnets, floor and window squeegees and various scrub and utility brushes. Floor finishes and floor maintenance machines are specifically excluded from this contract.

3. Taxes

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

4. Abnormal Quantities

Any agency requirement that exceeds \$10,000.00 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:

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

This contract will be for a minimum order of \$250.00 for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

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

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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.

E-procurement pricing and ordering: <http://eprocurement.nc.gov>

7. Delivery

The contractor(s) will complete delivery within 14 consecutive calendar days after receipt of order. 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 \$250.00 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

Category 1 - Corn Brooms/Whisk Brooms		
Vendors	Roxboro Brooms	50% discount off MSRP
Category 2 - Wet Mops and Mop Handles		
Vendors	Newell & Sons	50% discount off MSRP
Category 3 - Dust Mops, Dust Mop Refills & Handles and Dusters		
Vendors	Newell & Sons	50% discount off MSRP
Category 4: Brushes, Push Brooms, Wood Handles and Squeegees		
Vendors	Newell & Sons	50% discount off MSRP

10. Price Lists and Catalogs

Contractor is responsible for providing catalogs and price lists for those categories awarded them. Agencies should contact each contractor and request all pertinent information.

Vendor Complaint form, <http://www.ncpandc.gov/documents/vendcom.doc>

We solicit your assistance in monitoring the performance of the contractors. In the event problems arise, the ordering agency should contact the contractor for resolution. If a satisfactory resolution cannot be reached the agency should complete the Vendor Complaint Form, indicate that Purchase & Contract action is required, attach all supporting documentation and forward the packet to the Division of Purchase & Contract. Furthermore, if you have contractor performance issues you would like for the Contract Administrator to be aware of, but do not require action, complete the Vendor Complaint Form, check the 'Vendor Record Only' box (include all supporting documentation) so this may be considered in the evaluation of future bids. Thank you for helping us better meet your needs.

11. Contractors

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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.

Contractor Federal ID Number	Address	Contact	Phone/Fax	Terms
Newell & Sons	P. O. Box 1098 Roxboro, NC 27573	David Newell	(800) 467-8996 (336) 597-2248 local (336) 599-3354 Fax newell@esinc.net	Net 30
Roxboro Brooms Works	P. O. Box 949 Roxboro, NC 27573	Henry Newell	(800) 726-0268 (336) 597-2246 local (336) 599-1814 Fax henrynewell@esinc.net	Net 30

12. 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, for a period of 12 months.

13. 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.

14. Sustainability

Company Name	Sustainability Practice
Newell & Sons	Products contain 30% post consumer recycled content. Packaging contains 20% post consumer recycled waste. Company offers a cotton/jute blend yarn, a non-woven yarn and recycled dust mop yarn. All are 100% recycled and covered by patents. Company recycles all possible products. All cotton mops are made of cotton waste.
Roxboro Broom	Broom handles can be used as wooden dowels for multiple purposes; such as garden stakes, hanging banners in classroom, etc. Company recycles paper cardboard and aluminum cans. Cardboard containers consist of 40% recycled fiber. Ninety-five percent of broom material is biodegradable.

15. Contract Addenda

Addendum 1	Issue Date: October 1, 2007 Effective Date: October 1, 2007 Corrected the Transportation Charges paragraph. Updated Roxboro Broom Works mailing address.
Addendum 2	Issue Date: October 2, 2007 Effective Date: October 2, 2007 Corrected minimum order.
Addendum 3	New contract administrator