



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

PROCUREMENT SERVICES
CONTRACT SERVICES TEAM
104 AIRPORT DRIVE
SUITE 2700, CB #1100
CHAPEL HILL, NC 27599-1100

T 919.962.9463
F 919.962.6271
mark_sillman@unc.edu

FAX COVER SHEET

To: Prospective Bidders
Phone:
Fax:
Email:

Subj: INVITATION FOR BID (IFB)

Numbers of pages in this transmission, including this cover sheet is: **15**

This IFB is being sent to you at this time. Please be advised to completely fill out the IFB by following these steps;

1. Fill in any missing or incorrect information in the ten (10) spaces on page one under the sentence "Failure to execute bid prior to submittal shall render bid invalid".
2. Then fill in the prices to the right of the item descriptions on page two, or state "PLEASE SEE ATTACHED" and attach your pricing sheet or fill in ours if one accompanies the IFB.
3. Place the IFB in a sealed envelope and mail/overnight it to the address displayed at the top of page one, to be delivered prior to the date and time specified.

Note: If any of the address or company information is incorrect or blank on the front of the IFB please make corrections so that we can update our records.

This IFB needs to be filled out completely and returned even if you have supplied the University/Department a quote on your form. North Carolina State law requires the quote to be on our form for any acquisition estimated to exceed \$5,000.00.

If you have any problems or questions with receiving this material, please contact me immediately.



University of North Carolina
at Chapel Hill
Procurement Services
Purchasing Department

Invitation For Bids

**IMPORTANT: Show Bid
No. on Return Envelope**

Issue Date: 09/18/13
Item: MEN'S BASKETBALL GUIDES
Requisition: R677831

BID NUMBER
FBB678057
OPENING DATE
09/25/13

Refer ALL Inquiries To: MR. MARK SILLMAN
Phone Number : (919) 919 962 9463

The University of North Carolina, Purchasing Department, CB #1100, Suite 2700, 104 Airport Dr., Chapel Hill, NC 27599-1100

NOTICE TO BIDDERS

Bids must be sealed. Bids are subject to the conditions made a part hereof and will be received at this office until **3:00PM** on the opening date shown above and will then be opened. Refer to Instructions to Bidders, Item 7, for proper mailing instructions. Bids will include the supplies, materials, and/or services as described below, delivered "FOB destination Chapel Hill, NC" with all transportation charges prepaid and included in the bid price. Requested delivery date

Bids and/or addenda submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

Please review the new additions to the instructions to Bidders, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject bidder's bid to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the additions to paragraphs 15 (Award of Contract) and 21 (Protest Procedures) in the Instructions to Bidders, which are required to implement Executive Order 50 (not applicable to Service Contracts or Information Technology product procurements).

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)

DELIVERY: Early delivery is requested and bidder is urged to state earliest guaranteed delivery. Delivery will be made from _____ (city and state) within _____ days after receipt of order.

LIST: Name, address and telephone number from which service and parts are available.

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

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

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

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

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

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

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

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.)



EXECUTION

In compliance with this Invitation for Bids, 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, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), 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 1 felony.

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

Bidder/Co Name:

Federal Tax ID Number:

Street Address:

Telephone Number:

City & State:

Toll Free Telephone Number:

Type or print name & title of person signing:

Fax Number:

Email:

Authorized Signature & date:

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the University of North Carolina at Chapel Hill, an authorized representative of the Purchasing Division shall issue a Purchase Order. This document and the provisions of the Purchase Order, Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the University of North Carolina at Chapel Hill General Terms and Conditions for Commodities and Services / Construction, as applicable, shall constitute the written agreement between the parties.

"NO BID"

Reason: _____

Remove my Company from the bid list for this commodity or service only.



FURNISH AND DELIVER THE FOLLOWING:

Bid No. FBB678057

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001	1.00	LOT	<p>THE UNIVERSITY'S GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF COMMODITIES AND SERVICES (00000223. DOC 7) GOVERN THIS PROCUREMENT.</p> <p>PLEASE PROVIDE PRICE & AVAILABILITY FOR: PRINTING OF THE 2013-14 UNC-CH MEN'S BASKETBALL MEDIA GUIDES IAW THE ATTACHED SPECIFICATIONS. THIS BID IS FOR ONE YEAR WITH 2 ONE YEAR OPTIONS TO RENEW.</p> <p>COST YEAR ONE: \$ _____ COST YEAR TWO: \$ _____ COST YEAR THREE: \$ _____</p>		

**2013-14 University of North Carolina
Men's Basketball Media Guides
Printing Specifications**

Quantity: 18,500

Trim Size: 8 3/8" x 10 7/8"

Binding: Perfect

Page count: 208 pages

Cover stock/ink: 100# Productolith Gloss Cover Weight or equivalent, 4/4/4/4

Cover coating: Film Lamination on outside covers, UV gloss on inside covers

Text stock/ink: 60# Productolith Gloss Text Weight or equivalent, k-only or black-only

Packaging: 20-25 per carton/box

Publication will be delivered from UNC to the vendor by October 3, 2013, with a required delivery date of October 24, 2013.



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

PROCUREMENT SERVICES
CONTRACT SERVICES TEAM
104 AIRPORT DRIVE, Suite 2700
CHAPEL HILL, NC 27599-1100
HTTP://WWW.UNC.EDU/MDS

T 919.962.9463
F 919.962.6271
MARK_SILLMAN@
UNC.EDU

VENDOR MASTER FILE RECORD DATA FORM (Updated 9.25.2009)

IRS INFORMATION:

In order to comply with Internal Revenue Service (IRS) regulations, we are required to obtain your Social Security Number (SSN) or Federal Tax Identification Number (TIN/EIN) to satisfy IRS Form 1099 reporting requirements. Failure to provide this information may subject all payments made to you to the 31% backup withholding as required by the IRS.

Enter your TIN in the appropriate box below. For individuals, this is your SSN. For sole proprietors you must show your individual name, but you may also enter your business or 'doing business as' name. You may use either your SSN or EIN. For partnerships you must show the name filed first on the partnership papers. For other entities, it is your EIN.

SOCIAL SECURITY NUMBER	EMPLOYER ID NUMBER
<input type="text"/> — <input type="text"/> — <input type="text"/>	<input type="text"/> — <input type="text"/>

CONTACT INFORMATION:

REMIT TO:	ORDER FROM:	SAME AS REMIT TO
Vendor Name:	Vendor Name:	
Contact Name:	Contact Name:	
Address 1:	Address 1:	
Address 2:	Address 2:	
City: State: Zip:	City: State: Zip:	
Phone: Fax:	Phone: Fax:	
E-Mail:	E-Mail:	
Website:	Website:	

TYPE OF BUSINESS:

Individual/Sole Proprietor Partnership Corporation Other

HUB INFORMATION: (OWNERSHIP OF 51% OR GREATER BY THE FOLLOWING)

Minority Women Disabled N/A

SIZE OF BUSINESS:

Small (< 500 employees) Large (> 500 employees)

ELECTRONIC PAYMENT INFORMATION: (THIS IS THE METHOD OF PAYMENT PREFERRED BY THE UNIVERSITY) *When submitting completed form, please attach an imaged voided check.

Bank Name:

Routing #:

Account #:

Email for ACH remit advice:

I CERTIFY THAT (1) I AM DULY AUTHORIZED TO COMPLETE THIS FORM; (2) THE LEGAL ORGANIZATION AND TAX IDENTIFICATION NUMBER SHOWN ON THIS FORM ARE CORRECT, AND (3) I AM NOT SUBJECT TO BACKUP WITHHOLDING. AN ORIGINAL SIGNATURE IS REQUIRED BY THE IRS.

SIGNATURE

TITLE

DATE

**UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
INSTRUCTIONS TO BIDDERS**

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 the General Terms and Conditions for Commodities and Services/Procurements of Information Technology Goods, and the specifications. The University objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder's 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. EXECUTION: Failure to sign under EXECUTION or Signature section will render bid invalid.

4. TABULATIONS: Verbal tabulations of bids and award information can be obtained by calling the purchaser named on the cover page. Requests for lengthy or written tabulations cannot be honored.

5. 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 the bids allowing not less than 45 days for consideration and acceptance.

6. PROMPT PAYMENT DISCOUNTS: Bidders are urged to compute all discounts into the price offered. The University's standard payment terms are net, 30 days. 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. MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: Bid No _____ UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL, PURCHASING SERVICES, 104 AIRPORT DR, SUITE #2700, CB 1100, CHAPEL HILL, NC 27599-1100. **It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.**

8. 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.**

9. 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) General Terms and Conditions for Commodities and Services/Procurement of Information Technology Goods.

10. 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.

11. RECYCLING AND SOURCE REDUCTION: It is the policy of this University 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. The University encourages and promotes 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 bidder remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Bidders are strongly urged to bring to the attention of the purchasers in the University's Procurement Services those products or packaging they offer which have recycled content and that are recyclable.

12. 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 from the University's Procurement Services. 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.

13. REFERENCES: The University reserves the right to require a list of users of the exact item offered. The University may contact these users concerning these items. Such information may be considered in the evaluation of the bid.

14. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #77, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

15. AWARD OF CONTRACT: Qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the University 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 the University to be pertinent or peculiar to the purchase in question. The University 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. Unless otherwise specified by the University or the bidder, the University reserves the right to accept any item or group of items on a multi-item bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

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

16. CONFIDENTIAL INFORMATION: As provided by statute and rule, the University will consider keeping confidential those trade secrets which the bidder does not wish disclosed. 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 of whether it is or not confidential will be determined by North Carolina Law. The obligations of non-disclosure shall not apply to the following:

Information which, at the time of disclosure is in the public knowledge;

Information which, after disclosure becomes part of the public knowledge by publication or otherwise, except by breach of this agreement;

Information which was in the possession of the University at the time of disclosure and which was not acquired, directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence;

Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;

Information which is independently developed by the University's personnel not privy to the information.

17. TAXES: Except for construction bids, taxes shall not be included in bid prices. Prices offered shall not include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue. The University of North Carolina at Chapel Hill, being an agency of the State of North Carolina, is exempt from the Federal Excise Tax.

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 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 University 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 purchase order is completed, and then returned, if requested, as specified above.

19. MANUFACTURERS' NAMES: Except for requirements identified as "brand specific" any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose(s) of description and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered.

20. OWNERSHIP: For printing services, all copy, art, negatives, photos, etc., that are required for this job remain or become the property of the University and shall be returned to the University upon request in excellent reusable condition. Any charge for this shall be included in all prices quoted herein. Printer shall be held liable for any/all damages to materials.

21. PROTEST PROCEDURES: A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Associate Vice Chancellor for Finance at the address given in the instruction above entitled "Mailing Instructions." This request must be received in the University Procurement Services within thirty (30) consecutive calendar days from the date of contract award, and must contain specific sound 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 the solicitation. Offerors may call the purchaser listed on the first page of this document to obtain verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the Associate Vice Chancellor for Finance may request the North Carolina resident bidder to produce documentation substantiating the North Carolina resident bidder's qualification for the subject preference. The Associate Vice Chancellor for Finance should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident bidder. Pursuant to Paragraph 23 below, the North Carolina resident bidder is required to produce to the University the requested documentation within five (5) business days of the University's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident bidder submits to the University 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 University shall preserve the confidentiality of such documents.

22. CONFIDENTIALITY OF BIDS: In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the University's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the University, 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 nonresident bidder's price. G.S. § 143-59(c) (1) defines a "resident bidder" as a "bidder that has paid unemployment taxes or income taxes in this State and whose principal place of business is located in this State. G.S. § 143-59(c)(2) defines a nonresident bidder as a bidder that does not meet the definition in G.S. § 143-59(c)(1). G.S. § 143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the bidder is directed or managed."

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

The University will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest responsible bidder. If the lowest responsible bidder is a North Carolina resident bidder, then there will be no consideration of the price-

matching preference. If the lowest responsible bid was submitted by nonresident bidder and there are no North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then none of the North Carolina resident bidders qualified for the price-matching preference and no review of the Resident Bidder's Certifications is required.

If the lowest responsible bid was submitted by nonresident bidder and there are one or more North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then the evaluators shall review the Certification(s) of the resident bidder(s) to determine whether the resident bidders have certified compliance with G.S. § 143-59(c)(1), (3) and the information and documentation provided in or with the Certification supports the resident bidder(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident bidder's Certification and request documentation (including but not limited to income tax or unemployment tax returns, reports and/or filing (annual and/or quarterly); banking statements or financial/accounting statements reflecting bidder's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding bidder's management or directors of its business or trade of its principal place of business.). If the resident bidder's Certification for the price-matching is challenged in a bid protest, the resident bidder shall provide the foregoing information and/or documents to the University within five (5) business days of receiving a request from the University 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 University 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 University shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the University, the bidder 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 bidder(s) was or was not qualified for the price-matching preference.

If more than one North Carolina resident bidder qualified for the price-matching preference, then the evaluators, purchaser, or procurement specialist shall prioritize the qualified North Carolina resident bidders according to their original bid prices, from lowest to highest, so that qualified North Carolina resident bidder that submitted the lowest bid should get the first opportunity to match the bid price of the nonresident lowest responsible bidder. If the lowest responsible and qualified North Carolina resident bidder declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident bidder and to continue in this manner until either a qualified North Carolina resident bidder accepts to contract award or the award is made to nonresident bidder if no qualified North Carolina resident bidder accepted the award. If two responsible North Carolina resident bidders qualify for the price-matching preference, both had the same bid price, then the evaluators, purchaser or procurement specialist may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine which bidder the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract should be awarded to the resident manufacturer); (2) consider the unemployment rate in the municipality or county where each bidder's principal place of business is located; or (3) seek clarification from the bidders to ascertain the impact on their respective businesses if offered the award of the contract.

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

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

- (1) Cancel the resident bidder's contract and/or purchase order that was awarded based on the price-matching preference and resident bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the University may incur by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future University 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) Initiate proceedings to 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.

**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 22 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 University (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 16 of the Instructions to Bidders, the University 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 University 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 University, the bidder 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. Bidder further understands and agrees that if Bidder fails to provide the University with the additional information and documentation within five (5) business days of the request; or the University determines that certifications or information in this Affidavit are false at any time after the contract is awarded to Bidder, the University 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 University by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future University 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) Initiate proceedings to 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: _____

State of _____, County of _____

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

Notary Public: _____

My commission expires _____

**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF
COMMODITIES AND SERVICES**

1. DEFAULT AND PERFORMANCE BOND.

(a) In case of default by the Vendor, the University may cancel and procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from the successful bidder without expense to the University. In addition, in the event of default by the Vendor, the University may initiate proceedings with the State of North Carolina to de-bar the Vendor from doing future business with agencies of the State of North Carolina.

(b) The Vendor shall be in default if it submitted a certification for price-matching preference under Executive Order #50 and G.S. § 143-59 that was false and/or contained materially misleading or inaccurate information, and/or the Vendor failed to provide information and documentation requested by the University to substantiate Vendor's certification. The State of North Carolina may take action against the Vendor 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).

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 Vendor to notify the University in writing at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the agreement.

3. **AVAILABILITY OF FUNDS.** Any and all payments to the Vendor are contingent upon and subject to the availability of funds to the University for the purpose set forth in this agreement.

4. **TAXES.** Any applicable taxes shall be invoiced as a separate item. Invoices shall not include North Carolina Sales & Use Tax. The University is exempt from North Carolina Sales & Use Tax for all qualifying purchases. The University's North Carolina Sales & Use Tax exemption number is 400028. The University shall not be responsible for income or property taxes which are responsibility of the Vendor.

5. **SITUS.** The place of this agreement, 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 LAW.** This agreement is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. Each party shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its operations, including those of federal, state, and local agencies having jurisdiction and/or authority.

7. **INSPECTION AT VENDOR'S SITE.** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to purchase order award, and during the purchase order term as necessary for the University's 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 agreement.

8. **PAYMENT TERMS.** Payment terms are net thirty (30) days after receipt of a correct invoice or acceptance of the goods or services, whichever is later. All invoices shall be submitted to the University's Systems Operations Department unless otherwise instructed on the face of the purchase order.

9. **NONDISCRIMINATION.** The Vendor will comply 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, disability, age, or veteran status.

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 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. **INDEMNIFICATION AGREEMENT.** The Vendor shall indemnify the University against any and all liability, claims, and costs of whatsoever kind and nature, for injury to or death of any persons, for loss or damage to any property in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement resulting in whole, or in part from the acts or omissions of the Vendor, or any employee, agent, or representative of the Vendor, and too, the Vendor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights or copyright rights and shall save the University from loss on account thereof.

13. **ADVERTISING.** Vendor shall not use the existence of this Agreement or the name, logo, images or trademarks of the University of North Carolina at Chapel Hill as a part of any marketing or commercial advertising without prior written approval of the University. Requests to use the University's name, logo, images or trademarks should be directed to the University's Office of Trademarks and Licensing. (<http://www.licensing.unc.edu>).

14. **ACCESS TO PERSONS AND RECORDS.** The North Carolina State Auditor and the University's internal auditor shall have access to persons and records as a result of all contracts or grants entered into by the University in accordance with N.C. Gen. Stat. §147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and the University's internal auditor may audit the records of the contractor during the term of the Agreement to verify accounts and data affecting fees or performance).

15. **ASSIGNMENT.** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted without the University's consent. However, upon written request approved by the University and solely as a convenience to the Vendor, the University may: (a) forward the Vendor's payment check directly to any person or entity designated by the Vendor, and (b) include any person or entity designated by Vendor as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the University to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE COVERAGE.**

(a) *Generally.* Vendor's insurance policies shall meet all laws of the State of North Carolina and shall be obtained from companies licensed or approved to do business in the State of North Carolina with an A.M. Best rating of not less than A-VII. The minimum coverage limitations indicated below shall not be interpreted as limiting Vendor's liability and obligations under this Agreement. University shall not be deemed or construed to have assessed the risk that may be applicable to Vendor. Vendor shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages. University shall be listed as an additional insured. Vendor will provide thirty (30) days advance notice to University, either directly or through the insurer, of any cancellation or non-renewal of a policy. The insurance policies must be written on a primary basis and any insurance or self-insurance maintained by University shall be non-contributing.

(b) *Commercial General Liability.* Vendor, at its sole cost and expense, shall maintain Commercial General Liability (CGL) insurance (ISO form CG0001 or equivalent) with the following minimum limits of liability: (i) General Aggregate: \$2,000,000; (ii) Products/Completed Operations Aggregate: \$2,000,000; (iii) Personal/Advertising Injury: \$1,000,000; and (iv) Each Occurrence Limit: \$1,000,000. Umbrella or excess liability insurance may be used to meet the CGL coverage limit requirements.

(c) *Workers' Compensation Insurance.* Vendor, at its sole cost and expense, shall maintain Workers' Compensation Insurance in accordance with the limits and terms required by the laws of North Carolina, as well as Employers' Liability coverage with minimum limits of \$500,000, covering all of Vendor's employees who are engaged in any work under this Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Agreement.

(d) *Automobile Liability Insurance.* Vendor, at its sole cost and expense, shall maintain Automobile Liability Insurance, to include liability coverage, covering all owned, non-owned, employee non-owned, leased, and hired vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage per accident. Umbrella or excess liability insurance may be used to meet the Automobile Liability coverage limit requirements.

17. **TRANSPORTATION.** FOB Destination - Freight, handling, hazardous material charges, and distribution charges shall be included in the total price of each item listed. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the University. In cases where materials are shipped against this order by parties, other than the Vendor, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to insure proper identification and payment of invoices. Complete packing list must accompany each shipment.

18. **CHANGES.** This agreement is made subject to shipment of quantities, qualities and prices indicated on the face of the purchase order, all conditions and instructions on the purchase order and of the proposal on which it is based. Any changes made to this agreement or the purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the University. The University shall not be responsible for goods or services delivered without a written purchase order, or authorization from the University's Purchasing Services Department.

19. **TERMINATION (SERVICES AND INDEFINITE QUANTITY CONTRACTS ONLY).** The University may terminate this agreement without penalty for any reason upon 30 days written notice to the Vendor.

20. **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 University if the University determines that the bidder's certification or information in resident bidder's Certificate for Price-Matching Preference under Executive Order #50 is false, materially inaccurate or misleading. The Vendor shall bear all losses and liability resulting from the cancellation of the agreement and/or purchase order and the Vendor shall be liable for any additional costs the University may incur by contracting with another supplier of the good or equipment.

21. **FORCE MAJEURE.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, riot, strikes, civil insurrection, acts of public officials, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

22. **LIMITATION ON VENDOR LIABILITY.** Vendor's cumulative liability to the University for damages incurred by the University for causes of action arising out of or relating to this agreement shall be limited to two (2) times the total amount paid or scheduled to be paid (whichever is greater) under this agreement. The foregoing limitation on liability does not apply to breaches of confidentiality obligations, intellectual property infringement claims, or indemnification obligations under this agreement.

23. **EXPORT CONTROL CLASSIFICATION.** Vendor shall not transfer or disclose to the University any equipment, information, substance or material that is controlled under the federal government's Export Administration Regulations (15 C.F.R. 730-774) or International Traffic in Arms Regulations (22 C.F.R. 120-130) (collectively, any "Export Controlled Material") without first informing the University of the Export Controlled Material's Export Control Classification Number ("ECCN"), or other applicable export control designation.

24. **NOTICES.** Any notices required under this agreement should be delivered to the contract administrator for each party. Unless otherwise specified, any notices shall be delivered in writing by U.S. Mail, commercial courier or by hand.

25. **SEVERABILITY.** In the event that a court of competent jurisdiction holds that a provision or requirement of this agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.