

## Term Contract No. 420E

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>420E</b>	<b>Mattresses, Bed (Innerspring)</b>
<b>Effective Dates</b>	October 1, 2010 through December 31, 2016	
<b>Bid Number</b>	200900558	
<b>Administrator</b>	Bahaa Jizi	
<b>Phone</b>	(919) 807-4520	
<b>Fax</b>	(919) 807-4510	
<b>E-Mail</b>	<a href="mailto:Bahaa.jizi@doa.nc.gov">Bahaa.jizi@doa.nc.gov</a>	
<b>Last Updated</b>	August 30, 2016	

Place E-Procurement orders using the Catalog Term Contract.

**NC E-Procurement @ Your Service,**  
[http://eprocurement.nc.gov/](http://eprocurement.nc.gov)  
E-Procurement Help Desk, (888) 211-7440

### 14. General Information

This Term Contract includes Innerspring Mattresses for State of NC users. This contract is intended to include bedding requirements for Dormitories, Acute Care Hospitals (not intended for psychiatric patients), and Lodge & Retreat facilities.

The Vendor is Winston Salem Industries for the Blind (WSIFB), Winston Salem, NC and is an associate member of the Industries for the Blind (IFB).

Mattresses offered herein are not intended for psychiatric patients or person(s) incarcerated.

The mattresses offered under this contract adhere to NC standard specification #7210-1

**NC Standard Specification** Link is provided:

Specification For Mattresses, Bed, Innerspring, NC standard specification #7210-1

<http://www.ncpandc.gov/SPECS/s7210-1.pdf>

#### **Contract Duration:**

This contract is effective October 1, 2009 and lasts one year. The State may extend this contract for up to two additional one year periods (total 3 year period).

#### **Mattresses Available Under this Contract:**

- Dormitory Mattresses, for use in state and private university dormitories.
- Acute Care Hospital Mattresses
- Lodge and Retreat Mattresses

This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

## Term Contract No. 420E

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

In accordance with North Carolina General Statutes 143-49 (6), 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, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

## **2. Scope of Contract**

The scope of this contract is limited to the purchase of common bedding requirements for dormitory population (e.g., university), Acute Care Hospitals (not intended for psychiatric patients), and recreational settings (lodge and retreat facilities). It is not intended to cover specialty requirements (e.g., special patients, special populations, etc.) specifically, psychiatric patients or person(s) incarcerated.

Mattresses offered under this Term Contract are comprised of Innersprings (similar to the type used primarily in the residential and hospitality bedding industries). Other bedding products are not covered by this contract at this time.

## **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 1000 units 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**

The minimum order, qualifying for prepaid transportation, is an order for twenty (20) items (may be comprised of one or combination of any of the line items) when shipped to a single destination. 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, 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 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**

## Term Contract No. 420E

The contractor(s) will complete delivery within 30 consecutive calendar days after receipt of purchase 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 quantity value" is twenty (20) items or more (may be comprised of one or combination of any of the line items) for any single order when shipped to a single destination. Orders to a single destination that total less than this "order quantity 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 quantity value" to a single destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

Important Notes: A complete explanation of the acceptance procedure and mattress flammability testing may be found at Paragraph VI of the Mattress, Bed, Innerspring, NC standard specification #7210-1 [<http://www.doa.state.nc.us/PandC/SPECS/s7210-1.pdf>].

Additionally, this provision also requires that fireproof labels be attached to each mattress for tracking purposes.

### 9. Item Pricing Information E-Procurement - Punchout Catalogs

Pricing is available from the E-Procurement System, <http://contracts.ncgov.com/Buyer/Main/aw?awh=r> If a desired product is not listed; it is not covered by the contract, and your agency purchasing department should procure in accordance with established purchasing procedures. Contractor may always charge less than the price indicated.

### 8. Item Pricing: E-Procurement - Punchout Catalogs

#### 14. *Using E-Procurement:*

(14) Create a requisition and at Step 2 (Add Items), type in "420E" in the Contract ID box and Click on Search icon button.

(2) Click on the desired vendor's Shop Supplier Catalog button **Winston Salem Industries for the Blind (WSIFB)**

(You should see the NC EProcurement@YourServiceLogo at the top to confirm you're viewing the correct pricing.)

(3) Available mattresses from the vendor are listed along with pricing information.

(4) After finding your initial item and specifying the desired quantity, use the search box to find additional needed items until the requisition is complete.

(5) After the requisition is complete, click on the appropriate checkout button.

#### **B. Public Viewing (for those with or without Eprocurement):**

(14) Type in <http://eprocurement.nc.gov/>

(2) Click on " State Term Contract Catalog Search" Link on the left.

(3) Type in "420E" in the Contract ID box and Click on Search icon button

**Term Contract No. 420E**

(4) Click on the desired vendor's Shop Supplier Catalog button **Winston Salem Industries for the Blind (WSIFB)**

(You should see the NC Eprocurement@YourServiceLogo at the top to confirm you're viewing the correct pricing.)

(5) Available mattresses from the vendor are listed along with pricing information.

**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. 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.

The Vendor is Winston-Salem Industries for the Blind (WSIFB), Winston-Salem, NC and is an associate member of the Industries for the Blind (IFB).

<b>Issue Order To</b>	<b>Sales Representative</b> (Product Information, Quote, Site Visit request)	<b>Order Status</b>	<b>Billing/Invoice Questions</b>
Winston-Salem Industries for the Blind (WSIFB)  56-6001467	7730 North Point Drive  Winston-Salem, NC  27106	Mark Murray  336-245-2911  336-759-3708 FAX  <a href="mailto:mmurray@wsifb.com">mmurray@wsifb.com</a>	Mark Murray  336-245-2911  336-759-3708 FAX  <a href="mailto:mmurray@wsifb.com">mmurray@wsifb.com</a>

**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.

**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 one year, after acceptance.

**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. Contract Addenda**

Date	Description
October 1, 2009	Contract start date: October 1, 2009
October 1, 2010	Extended contract through September 30, 2011
September 23, 2011	Extended contract through September 30, 2012
September 28, 2012	Extended contract through August 31, 2013
March 20, 2013	Change in contract administrator
July 17, 2013	Contract extended through February 28, 2014
January 30, 2014	Change in contract administrator
June 26, 2014	Contract extended
June 26, 2015	Contract extended
December 8, 2015	Contract extended
April 13, 2016	Contract extended
August 30, 2016	Contract extended