



Purchasing Procedures Manual

Purchasing Department

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Wilson Community College
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An Equal opportunity / Affirmative Action Institution

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INTRODUCTION

WILSON COMMUNITY COLLEGE

PURCHASING DEPARTMENT

The Purchasing Department is under the supervision of the Purchasing and Capital Project Manager which is part of the Division of Finance & Administrative Services. You may contact purchasing employees at Ext. 1240 or 1319 should you have any questions concerning purchasing. Purchasing offices are located in Building I.

Normal hours of operation Mon.-Thur 8:00-5:00 and Friday 8:00-3:00 (Spring and Fall Semesters)

Purpose:

Wilson Community College Purchasing Department establishes the general procedures and responsibilities for a central purchasing system. We research and purchase the most sustainable products available within approved State Guidelines.

Procedures for requesting items are explained in detail in this manual. Please read these procedures and become familiar with them.

SECTION 1 - DOING BUSINESS WITH WILSON COMMUNITY COLLEGE

To conduct business with Wilson Community College you must:

- Be registered with North Carolina's E-Procurement System
- Be reputable
- Offer competitive prices
- Meet deadlines
- Deliver quantity & quality
- Respond and correct problems

All concerns regarding the purchasing process should be directed to the Purchasing and Capital Project Manager.

Exceptions to E-Procurement

The following areas or items are exceptions too, **and are not required** to be processed through our central purchasing system.

- A. Construction Projects
- B. Facility Repairs
- C. Bookstore Purchases for Resale
- D. Library Purchases - Books, Magazine Subscriptions, Videos
- E. Catering and Perishable Products
- F. Advertising
- G. Draperies
- H. Flowers
- I. Perishable Items

These exceptions are considered "Direct Pay Purchases" and should be submitted for processing on the college's 3-Part Requisition Form to Accounts Payable (ext. 1262). A sample of the "3-Part Requisition Form" can be found in the appendix to this manual.

Once submitted to Purchasing through E-Procurement or to Accounts Payable as a Direct Payment please contact the appropriate department for any changes or returns.

1-1 PURPOSE OF CENTRALIZED PURCHASING

Wilson Community College, through the North Carolina Community College System and the North Carolina Division of Purchase and Contract, is charged with jurisdiction and control over the specifications to purchase or contract for equipment, materials, supplies and services under the requirements of G. S. 115C-552. In addition, the conflict of interest, budget and legal compliances through internal controls with Centralized Purchasing.

The Purchasing Department is a part of the Division of Finance & Administrative Services and pursuant to the delegation by the President and/or his designee, has the sole authority and responsibility for the purchase and selection of qualified vendors for the procurement of supplies, materials, printing,

software, furniture, equipment and services required by the college. The Purchasing Department has the sole authority and responsibility to regulate the issuance of purchase orders and contracts for the

College. All purchasing (with the noted exceptions on pg. 4) for the College is centralized under the Purchasing Department. Supervision of actual purchasing activities is the responsibility of the Purchasing and Capital Project Manager.

The bidding process for various levels of expense can be time intense, therefore it is important to submit your requisition at least 4-6 weeks before the goods or services are required. Advanced planning is essential to insure that user departments receive needed goods and services at the time required.

The Purchasing Department also makes recommendations for awards of College purchases and regulates the making of purchase contracts by the College Campus and Departments. Non-authorized personnel cannot legally sign or execute contracts financially committing the College. They will assume personal liability for any contract they sign.

The Purchasing Department uses the purchasing process to manage value and enforce compliance for the purpose of making purchase orders and contracts for the College. In addition, the Purchasing Department's job includes maintaining positive internal and external customer relationships along with the highest legal and ethical standards. The Department also extends courtesy, professionalism, and diplomacy, while effectively communicating with our customers.

The guidelines and procedures for identifying, categorizing, and purchasing each item are obtained in the "Purchasing Manual" published by the North Carolina Division of Purchase and Contract and the "Equipment Procedures Manual" published by the Departmental and Property Services Section of the North Carolina Community Colleges System. Both of these publications are periodically updated. A copy of the "Purchasing Manual" can be viewed at the North Carolina Division of Purchase and Contract's web site: <http://www.doa.state.nc.us/pandc/> under Purchasing Manual http://www.pandc.nc.gov/documents/Procurement_Manual_5_8_2013_interactive.pdf.

1-2 PURCHASING PRACTICES

The College is committed to providing suppliers and contractors every opportunity to compete for Wilson Community College's business. In support of the philosophy, Wilson Community College maintains purchasing procedures and practices which encourage vendor opportunities for business.

In the year 2004 the College began using the North Carolina E-Procurement System for submitting purchase order requests to vendors. Vendors must be registered with the State of North Carolina and available through the E-Procurement system in order for anyone to requisition equipment, materials, services, supplies or printing. Please encourage your contacts to register with the state to be eligible for future opportunities. Information pertaining to E-Procurement and the state's mandate can be found at <http://eprocurement.nc.gov/>.

During the course of the year, there will be many instances when it will be necessary to make purchases for your department/program.

The Purchasing Department maintains various catalogs covering many different commodities to assist the user departments in choosing what is needed. If the Purchasing Department doesn't have a needed catalog, they will assist in getting them.

SECTION 2 - GENERAL INFORMATION

A Requisition must be submitted through the E-Procurement System and approved by Purchasing before any supplies, equipment, printing, or other services are charged to the College. This includes anything that is ordered on an approval basis.

Be aware that it is against college policy to charge items to the College without prior authorization from the Purchasing Office. Anyone doing so is personally and financially responsible for those items purchased. All of our vendors have been notified not to accept an order without proper authorization from the Purchasing Office.

Employees also should not purchase items with their own funds expecting to be reimbursed by the College. The Purchasing Office has established special procedures for emergency/rush requests that the employee feels need special handling. Check with Purchasing Office personnel when the need arises. (See section in this manual entitled, **"Emergency and/or Pressing Need Requests" Page 17**).

Please be aware also that if there is a State Contract for an item, it must be ordered from the State Contract Vendor.

2-1 RESPONSIBILITY

Any employee responsible for purchases outside the laws of the state of North Carolina shall be subject to disciplinary action by the College or the state of North Carolina. See G.S. 143-51.

2-2 ETHICS

Ethics and ethical practices are a major concern in the return of public purchasing today. While laws and rules mesh to provide a mechanism for public purchasing, only people can make it work. In purchasing, as in all fields, there are values of pride and worth, there are standards and ideals, and there are specifics of conduct and performance. Impediments to the process must be detected early and safeguards provided at all levels. This applies both to purchasing personnel and the vendor community

It becomes imperative, therefore, that all public purchasing personnel be entirely cognizant of the necessity for ethical behavior. It takes only the slightest hint of impropriety to cast doubt on behavior. Sometimes, it may be even more of a perception than an actual event.

Purchases for personal use by employees are strictly prohibited. Accepting gifts and favors from Vendors is also strictly prohibited.

2-3 SOLICITATION

Primarily due to our limited staff, it is our practice to not schedule appointments with vendors unless we are currently seeking that particular service. Therefore, all contacts with vendors should originate through our Purchasing Department. Our Purchasing and Capital Project Manager will then consider the request and schedule a meeting if the College feels it is warranted.

If a Vendor would like to be added to our list to receive a request for proposal or bid packet for any project, please contact the Purchasing and Capital Project Manager at ext. 1240.

2-4 INTEGRITY

Fairness and impartiality in all phases of the process are essential ingredients in public purchasing. Dealings with vendors and peers must be open, honest, and objective. Like all service functions, purchasing justification is the quality of the service it renders. The process cannot be both effective and self-serving, the two are incompatible. In the case of public purchasing, utmost fairness is required in expending public funds. The result of favoritism extended to either a user or seller is the same. The practice is not permissible. No matter how strongly a user may prefer a particular product over others, equivalent products must be given every reasonable consideration.

We must commit and adhere to fair and open competition. Integrity is a principal stock in trade for the public purchaser. Integrity is manifested by fairness, openness, and impartiality and can be tarnished by even the slightest appearance of impropriety. Once this occurs, it is very difficult to regain.

2-5 CONFLICT OF INTEREST

Employees shall disclose to their respective budget officer, within the administrative area to which they are assigned, any potential conflict of interest of which they are aware related to the purchase of equipment, materials, goods, or services.

Except in very unusual circumstances, the College will not purchase equipment, material, goods, or services from a Board Member, an employee, a member of an employee's immediate family, or a business in which an employee or a member of an employee's family has an ownership interest. If an exception is necessary, the area budget officer must submit a written disclosure of the transaction with the purchase requisition.

2-6 COMPETITION

Competition is the cornerstone around which public contracting is built. In its best form, it is a mirror of a free and open economy. North Carolina's purchasing program is built on the principle of competition. Where it is not sought, or obtained, the reason must be valid and must be documented as part of the public procurement file. The importance seeking competition exists at all levels of expenditure, not just in those solicitations above benchmarks. Below the benchmarks, the competitive element is just as important and can be sought through some form of competitive solicitation. All

College purchasing personnel must maintain an awareness of the need for and value of competition in every procurement action.

The ability to foster competition is a skill required of all College purchasing personnel. Fostering competition is an attitude more than a procedure or mechanism. It is reflected in the way specifications are written, in searching for new sources of supply, in attempting to make procurement documents simple and inviting, and in everyday courteousness shown to prospective suppliers and contractors.

Price should not be considered as the absolute in the competitive arena. The lowest responsible bid is the benchmark in North Carolina's purchasing program. The lowest responsive and responsible price allows consideration of many factors, such as terms and conditions, delivery schedules and lead times, types and degrees of service required, inspection and testing procedures, transportation and delivery costs, warranties and guarantees required, and others. The purchaser's responsibility is to evaluate all the factors included in the procurement document to determine the lowest responsive and responsible offer from all offers received.

As purchasers, we are entrusted by the taxpayers of this state to spend the monies allotted us in an efficient and effective manner. To accomplish this we must work jointly to promote and protect the basic fundamentals of fair and open competition upon which our state's purchasing program is built. The integrity of our purchasing program is paramount in maintaining this trust.

2-7 NORTH CAROLINA BIDDERS – PRICE-MATCH PREFERENCE

The Secretary of Administration, through the authority given to him by the General Assembly pursuant to N.C. Gen. Stat. § 143-59 and Executive Order #50 has developed a price-matching preference for North Carolina resident bidders on contracts for the purchase of goods so that qualified North Carolina companies whose price is within five percent (5%) or \$10,000.00 of the lowest bid, whichever is less, may be awarded contracts with the State of North Carolina.

2-8 EQUIPMENT PURCHASES

Equipment purchases are subject to all College and state procurement guidelines. See Dollar Limitations and Types of Quotes Required Sections on page 19 of this manual.

When purchasing equipment the end user must coordinate the request with facility services to ensure the proper utilities are in place for the equipment. This may include gas, electricity, water, etc. Purchasing should be notified if such items are required and updated as to how it is being handled with Facility Services.

Facilities Services will determine if such service now exists or if it is to be installed, the lead time required, and any other procedures that need to be followed. The department making the procurement request should ask that a cost estimate be added to the request to reflect the additional service cost.

2-9 END-OF-YEAR PLANNING

In order to meet the needs of the entire College, all requests for the current fiscal year should be submitted approved, and purchased no later than June 1st of the given year. This will allow for delivery and payment during the current fiscal year.

SECTION 3 - GENERAL STATUTES PERTAINING TO PURCHASING

Following are some of the NC General Statutes that the Purchasing Office must adhere to when processing requests for employees:

3-1 STATE CONTRACTS

G.S. 143-55 – Requisitioning for supplies by agencies; must purchase through sources certified.

“After sources of supply have been established by contract and certified by the Secretary of Administration to the said department, institutions and agencies as herein provided for, it shall be the duty of all departments, institutions and agencies to make requisition or issue orders on forms to be prescribed by the Secretary of Administration, for all supplies, materials and equipment required by them upon the sources of supply so certified, and except as herein otherwise provided for, it shall be unlawful for them, or any of them to purchase any supplies, materials or equipment from other sources than those certified by the Secretary of Administration. One copy of such requisition or order shall be furnished to and when requested by the Secretary of Administration.”

The State maintains statewide term contracts for numerous commodities. An alphabetical listing of items on these contracts can be found in the appendix of this manual. If you need to review a State Contract, you may obtain a copy by calling Purchasing at Ext. 1319 or 1240, or by logging into the NC Division of Purchase and Contract web site on the internet. Click on the “**Term Contracts**” and then “**Alphabetical/Key Word Listing**”. The address is: www.doa.state.nc.us/PandC/.

More information related to these contracts is available from the Purchasing Office.

3-2 PURCHASING FLEXIBILITY

G.S. 115D-58.14 - Purchasing Flexibility

a) Community colleges may purchase supplies, equipment, and materials from noncertified sources that are available under State term contracts, subject to the following conditions:

- The purchase price, including the cost of delivery, is less than the cost under the State term contract; and
- The cost of the purchase shall not exceed the bid value benchmark established under G.S. 143-53.1; and
- The items are the same or **substantially similar** in quality, service, and performance as items available under State term contracts.

The State Board of Community Colleges adopted the amendment in 23 N.C.A.C. 02C .0505 “Noncertified Source Purchases” to comply with House Bill 490 / Session Law 2009-132.

Substantially similar is defined as having comparable, but not identical characteristics in terms of quality, service and performance as items available under State term contracts.

Although the **G.S. 143-55 – Requisitioning for supplies by agencies; must purchase through sources certified** statute pertains to community colleges, the following provides additional purchasing flexibility for community colleges:

G.S. 115D-58.14 – Purchasing flexibility

- “(a) Community colleges and the Center for Applied Textile Technology may purchase the same supplies, equipment and materials from noncertified sources as are available under State term contracts, subject to the following conditions:
- (1) The purchase price, including the cost of delivery is less than the cost under the State term contract; and
 - (2) The cost of the purchase shall not exceed the bid value benchmark established under G.S. 143-53-1.
- (b) The State Board of Community Colleges and the Department of Administration shall adopt policies and procedures for monitoring the implementation of this section.”

3-3 DEPARTMENT OF CORRECTIONS

G.S. 148-70 – Statement of Preferential Procurement form Correction Enterprises and Exemption from Competitive Bidding

Pursuant to North Carolina General Statute 148-70. “All departments, institutions, and agencies of this State shall give preference to Department of Correction products in purchasing articles, products and commodities which these departments, institutions, and agencies require and which are manufactured or produced within the State prison system and offered for sale to them by the Department of Corrections, and not article or commodity available from the Department of Correction shall be purchased by any such State department, institution, or agency from any other source unless the prison product does not meet the standard specifications and the reasonable requirements of the department, institution, or agency as determined by the Secretary of Administration, or the requisition cannot be complied with because of an insufficient supply of articles or commodities required. The provision of Article 3 of Chapter 143 of the General Statutes respecting contracting for the purchase of supplies, materials and equipment required by the state government or any of its departments, institutions or agencies under competitive bidding shall not apply to articles or commodities available from the Department of Correction...”

CORRECTION PREFERENCE

A catalog and price list of all products and services available from the Department of Corrections is available in the Purchasing Office. As stated above, competitive bidding is not required when purchasing these products or services. A listing of the general categories of products and services available follows:

- | | |
|---------------------------------|---------------------|
| Office Seating | Wood Products |
| Re-Upholstery | Oils and Lubricants |
| Textile Products | Food Products |
| Janitorial Products | Manpower Services |
| Metal Products | Paints and Coatings |
| Printing and Quick Copy Service | City Tags |
| Signs | |

A complete listing of actual products available can be viewed on their web site at:

<https://www.correctionenterprises.com/>

SECTION 4 - TRANSFERS, SURPLUS, & DISPOSAL

This section contains procedures on how to transfer equipment to other community colleges and public schools; sell and trade-in items; and how to remove items from the inventory when they are lost or stolen, cannibalized, or require other disposition.

4-1 SERVICEABLE EXCESS STATE OWNED EQUIPMENT

Following are the procedures to follow when disposing of serviceable excess **state owned** equipment.

1. When disposing of serviceable state owned equipment that can be used by other colleges, notice of the equipment being disposed of should be circulated to the other community colleges by an "E-mail" message prior to the disposal, include a date to respond by. Minimum bids can be requested for equipment that is circulated through the system.
2. If no college requests the equipment, the college may then sell or donate the equipment to public schools or other governmental agencies. (G.S. 160A-274). There are no provisions to donate items to non-profit organizations.
3. Serviceable excess equipment not taken through one of these processes may be sold through the State Surplus Agency (G.S. 115D-15). Disposal through the State Surplus Property Agency.

Colleges must submit a request of items which they would like to surplus through the SSP Online System. A Request to Surplus Form should be completed and submitted to the individual supervisor, the Vice President of Finance and Administrative Services, and the Equipment Coordinator for approval. A Request to Move Form and a "Schooldude" request to maintenance must also be completed to have the equipment moved to area to hold for surplus.

4-2 INOPERABLE STATE OWNED EQUIPMENT

Following are the procedures to follow when disposing of inoperable excess **state owned** equipment.

Inoperable Equipment will be cannibalized. Cannibalized items may be used for parts to keep other state equipment operational, they may be recycled in whole or in part, or they may be disposed of by the Equipment Specialist.

A Request to Surplus Form should be completed and submitted to the individual supervisor, the Vice President of Finance and Administrative Services, and the Equipment Coordinator for approval. . A Request to Move Form and a "Schooldude" request to maintenance must also be completed to have the equipment moved to area to hold for recycling and/or disposal. Please include your recommendation for disposal on the both the Request to Surplus and the Request to Move Forms

SECTION 5 - HISTORICALLY UNDERUTILIZED BUSINESS PROGRAM

Action Plan for Historically Underutilized Businesses (HUB) in the Procurement of Goods and Services

Mission Statement

It is the intent of the Board of Trustees of Wilson Community College to encourage and promote equal opportunities for Historically Underutilized Businesses (HUBs) in order to foster more diverse participation in all aspects of procurement and contracting opportunities at Wilson Community College. Further, it is the policy of the Board of Trustees of Wilson Community College to prohibit discrimination against any person or business on the basis of race, color, sex, religious, or national origin.

Purchasing

The primary contact person at Wilson Community College is Donna Turner, Purchasing and Capital Project Manager.

Capital Improvement

The Capital Project Coordinator for Wilson Community College is Ray Owens, Director of Facilities.

G.S. 143-48A – State policy; cooperation in promoting the use of small minority, physically handicapped and women contractors; purpose; required annual reports.

“It is the policy of this State to encourage and promote the use of small, minority, physically handicapped and women contractors in State purchasing of goods and services. All State agencies, institutions and political subdivisions shall cooperate with the Department of Administration and all other State agencies institutions and political subdivisions in efforts to encourage the use of small, minority, physically handicapped and women contractors in achieving the purpose of this Article, which is to provide for the effective and economical acquisition, management and disposition of goods and services by and through the department of Administration.”

Listing of these “Historically Underutilized Business” or HUB vendors and their products and services are available in the Purchasing Office and on the Internet at the Division of Purchase and Contract web site: www.doa.state.nc.us/PandC/

Click on “Alpha Listing” under the “HUB” section on the left of the screen to see a list of HUB vendors, or “Commodity” to see the categories of products available and who sells them.

Please refer to these lists when selecting vendors for your purchases. We are required to file quarterly reports with the state showing the total purchases from HUB vendors. A sample of this Report can be found in the appendix of this manual.

In conjunction with the State policy, WCC has developed its own HUB Utilization Plan.

SECTION 6 - RECYCLED OR RECYCLED CONTENT PRODUCTS

G.S. 130a-309.14

- (b) *“The Department of Administration shall require the procurement of reusable, refillable, repairable, more durable, and less toxic supplies and products to the extent that the purchase or use is practicable and cost-effective, as well as require the purchase or use of remanufactured toner cartridges for laser printers to the extent practicable.”*

G.S. 143-58.2

- (a) *“It is the policy of this State to encourage and promote the purchase of products with recycled content. All State departments, institutions, agencies, community colleges, and local school administrative units shall, to the extent economically practicable, purchase and use or require the purchase and use of products with recycled content.”*

G.S. 143-58.3

“In furtherance of the State policy, it is the goal of the State that each department, institution, agency, community college, and local school administrative unit purchase paper and paper products with recycled content according to the following schedule: ...

- (3) *At least fifty percent (50%) by June 30, 1997, and the end of each subsequent fiscal year, of the total amount spent for the purchase of paper and paper products during that fiscal year.”*

Your cooperation is greatly needed in helping us comply with these statutes and meet future goals. A list of available recycled-content products on State Contract follows:

<u>Term Contract</u>	<u>No.</u>	<u>Term Contract</u>	<u>No.</u>
Tire Re-Treading	060E	File Folders & Storage Supplies, Office	615D
Toner Cartridges, Remanuf.	207A	Pens, Markers & Highlighters	620A
Paper (Continuous Stock)	395B	Paper Napkins, Towels, & Bathroom Tissue	640A
and Labels		Liners, Plastic, Can	640B
Pails, Waste Cans & Related Items	485F	Paper (office Use) and Envelopes	645A
Office Supplies, Miscellaneous	615A	Cards, Business	700A
Binders, Forms, Expanding Files,	615B	Paper, Drawing and Construction,	785B
Paper Punches, Etc.		Newsprint, Etc.	
Calendars (Desk), Diary Items,	615C		
Appointment Books, Etc.			

The State has published a booklet entitled, “Guide to Buying Recycled and Environmentally Preferable Products on North Carolina State Term Contracts.” Anyone interested may obtain a copy electronically at the Division of Pollution Prevention and Environmental Assistance web site: www.p2pays.org You may view exact recycled items on contract by going to the NC Division of Purchase and Contract’s web site: www.doa.state.nc.us/PandC/recycled.aspx

In conjunction with the State policy, it is the policy of Wilson Community College to encourage the purchase of products with recycled content whenever feasible. Memos are issued by the Purchasing Office informing employees of new recycled-content items as they are added to State Contract.

SECTION 7 - CLASSIFICATIONS OF PURCHASES

Purchases by the College fall into two categories:

- 1- Purchases from External Vendors
- 2- Purchase from Internal Vendors

7-1 PURCHASES FROM EXTERNAL VENDORS

The employee submits an E-Requisition through the Online E-Procurement System. The system will assign a PR number which should be recorded by the requestor for reference. When contacting purchasing with questions regarding your request, please provide the PR number. Based on the availability of departmental funds, their department head approves the E-Requisition. The E-Requisition is processed through the E-Procurement System by a predefined approval flow.

Bulk fuel purchases for the Heavy Equipment Program are covered under the North Carolina State Contract. All other fuel purchases are processed as a Direct Payment. (See Pg 4)

7-1-1 FOREIGN VENDORS

If you are considering purchasing an item or service that would require the use of a Foreign Vendor, please contact the Purchasing Department for instructions.

7-1-2 REPAIR OF IN-WARRANTY EQUIPMENT

Please contact the Purchasing Department to schedule repairs for equipment covered by a manufacturer warranty or a service/maintenance contract.

7-1-3 REPAIR OF OUT-OF-WARRANTY EQUIPMENT

Please contact the Purchasing Department and enter an E-Procurement request to schedule repairs for equipment no longer covered by a manufacturer warranty or a service/maintenance contract.

7-2 PURCHASES FROM INTERNAL VENDORS

Purchases for the Bookstore, Library, Advertising, and Maintenance Department (Construction and R & R Projects) are processed in a different manner. An “In-House” three part requisition form must be filled out and forwarded to Accounts Payable for processing after approval by appropriate department /division personnel. A sample of this form can be found in the appendix of this manual. They are processed as “Direct Pay” purchases. (See Direct Pay pg. 4)

The College maintains a Bookstore, Central Stores and a Print Shop. Purchases from these departments are accomplished by the following procedures:

7-2-1 BOOKSTORE

Faculty members and administrative staff may purchase supplies from the Bookstore during regular working hours. An individual fills out 3-Part In-House Requisition Form, obtains the approval signatures of the appropriate department/division personnel and brings the Requisition Form to the Bookstore. The items are purchased and a Customer Statement is printed and attached to the order form which is then totaled and carried to Accounts Payable for payment. A sample of the “3-Part In-House Requisition Form” can be found in the appendix to this manual.

7-2-2 CENTRAL STORES

Faculty members and administrative staff may purchase office supplies from the Central Stores during regular working hours. An individual fills out an In-House Central Store Request form and forwards it to Purchasing after approval by appropriate department/division personnel. Order forms are totaled monthly and forwarded to Accounts Payable for payment. A copy of the order form is sent to each department. See with Purchasing for specific procedures. A sample of the “In-House Central Store Request Form” can be found in the appendix to this manual.

7-2-3 PRINT SHOP

Purchases of printing services are accomplished by submitting a “Request for Printing” through the portal available on the intranet. Please contact the Print Shop directly (ext. 1338) for more information and/or training on the print request portal.

Copiers are available for employees’ use in most campus buildings. Each department is assigned a copy card for charging of copier usages. Printshop personnel take readings monthly from the copiers to show usage for each card. The totals are forwarded to Accounts Payable for payment.

SECTION 8 - PURCHASING METHODS

When the dollar amount of the expenditure is under the College's delegation, the College is authorized to acquire commodities, printing, and contractual services, by purchase, rent, lease, lease purchase, or installment purchase, subject to the procedures herein. Once a need is determined by a user at the College, the user should submit an E-Requisition through the E-Procurement System. The commodity, printing, or contractual service needed will usually fall under one of the categories given below.

- Small Purchases
- Open Market Solicitations
- Statewide Term Contract (See below and page 9 of this manual)
- Waiver of Competition
- Emergency or Pressing Need
- Correction Preference (See page 12 of this manual)
- Exemptions (See pg. 4 – A-I)

8-1 SMALL PURCHASES

A small purchase is defined as the purchase of commodities, services, or printing not covered by a term contract, involving an expenditure of public funds of five thousand dollars (\$5,000) or less. The executive officer of the College or his designee shall set forth, in writing, purchasing procedures for making small purchases.

8-2 OPEN MARKET SOLICITATIONS

An open market solicitation is for the purchase of a commodity, printing, or service not covered by a term contract. Open market contracts are to be established in accordance with the procedures based on described competitive processes.

8-3 TERM CONTRACT

A "Term Contract" is a contract intended to cover normal requirements for a commodity, printing, or contractual service for a specified period of time based on predicted usage. It is also referred to sometimes as a "requirements contract" or "indefinite quantity contract." Term contracts are to be established under the procedures of the State of North Carolina. There are two basic types of term contracts:

- "Statewide term contract" is established by P&C for College use.
- "Agency specific term contract" is established by P&C for use by the College when a commodity, printing, or service is not covered by a statewide term contract, and the contract value exceeds the college's delegation.

Commodities on statewide term contracts are competitively bid. Some considerations in establishing statewide term contracts are as follows:

- Items most commonly used or purchased by the state;

- Obtain lower prices through volume discounts;
- Transportation costs re included in the pricing;
- For some items, standards have been established and items have been tested;
- Warranties may be included in the contract;
- On-line catalogs are available within E-Procurement for processing efficiency.

Every statewide term contract and College specific term contract has different information pertinent to that specific contract.

READ EACH CONTRACT CAREFULLY PRIOR TO ORDERING.

Most of the statewide term contracts for commodities specify a minimum and maximum quantity (or dollar amount). Orders below the minimum shall be obtained in accordance with College procurement procedures. Orders that exceed the maximum quantity must be forwarded to P&C for processing by the Purchasing Office.

8-4 PROCUREMENT CARD PURCHASES

Wilson Community College (WCC) allows certain purchases to be made using the College Procurement Card (P-Card) Program. The P-Card is a payment tool, which offers an expansion of the existing WCC procurement processes. The card will allow departments to make certain transactions without having to submit an e-requisition for the issuance of a purchase order. Having a P-Card is a privilege that comes with responsibilities.

It is intended to be used by authorized staff for authorized purchases. It is **NOT** authorization to extend departments purchasing ability to acquire items previously not authorized by policy or procedure. Purchasing and Accounts Payable will be auditing the WCC VISA P-Card transactions and will report and take appropriate action on any discrepancies or misuse. The manual will serve as your guideline when using your P-Card. Whenever in doubt, always call our office. We are here to assist and to ensure the success of the P-Card Program. **Abuse of the Visa P-Card may be investigated by WCC Campus Police and/or the State Bureau of Investigation.**

8-5 EMERGENCY REQUESTS/PRESSING NEEDS REQUEST

“Emergency Requests” are defined as those situations that endanger life or property. Such instances are rare, and will be handled in an appropriate manner. Contact Purchasing, Campus Police and/or Maintenance immediately, as appropriate to the situation, should such a situation arise.

“Pressing need” requests are defined as those that arise from unforeseen causes, such as breakdown of machinery or equipment. Lack of planning is not an acceptable reason for a “pressing need” request. Such requests will be handled in the normal manner.

The College is not responsible for purchases when an official request is not processed in advance. In a pressing need situation, the Purchasing Office will give approval to the appropriate dean or division head for an immediate purchase.

An E-Requisition will still be entered into the E-Procurement System as soon as possible to process the purchase for payment.

8-6 WAIVER OF COMPETITION

Under certain conditions, and otherwise if deemed to be in the public interest, competition may be waived. The justification for waiver of competition is prepared for a unique situation; therefore, the information necessary in each is different. Each waiver must be documented by the Purchasing Office and becomes part of the Purchase Order. Keep in mind that justifications for waiver are written by the College, not the vendor. Conditions permitting waiver include, but are not limited to, the following:

1. Cases where performance or price competition are not available;
2. Where a needed product or service is available from only one source of supply;
3. Where emergency or pressing need is indicated;
4. Where competition has been solicited but no satisfactory offers received;
5. Where standardization or compatibility is the overriding consideration;
6. Where a donation predicates the source of supply;
7. Where personal or particular professional services are required;
8. Where a particular medical product or service, or prosthetic appliance is needed;
9. Where a product or service is needed for the blind or severely disabled and there are overriding considerations for its use;
10. Where additional products or services are needed to complete an ongoing job or task;
11. Where products are bought for “over the counter” resale;
12. Where a particular product or service is desired for educational, training, experimental, developmental or research work;
13. Where equipment is already installed, connected and is service, and it is determined advantageous to purchase it;
14. Where items are subject to rapid price fluctuation or immediate acceptance;
15. Where there is evidence of resale price maintenance or other control of prices, lawful or unlawful, or collusion on the part of companies which thwarts normal competitive procedures.
16. Where the amount of the purchase is too small to justify soliciting competition or where a purchase is being made and a satisfactory price is available from a previous contract;
17. Where the requirement is for an authorized cooperative project with another governmental unit(s) or a charitable non-profit organization(s);
18. Where a used item(s) is available on short notice and subject to prior sale.

SECTION 9 - DOLLAR LIMITATIONS

9-1 REQUESTS UNDER \$5,000

Do not need quotes. However, personnel are encouraged to seek prices from more than one source whenever possible, since so doing often results in substantial monetary savings. Purchasing reserves the right to seek quotes or to ask the requester to obtain quotes on an item they deem could be purchased at a savings by seeking competitive quotations. **Exception:** Any request for IT related item(s) (Computers, Software, Hardware, Printers, Scanners, LCD Projectors...) **regardless of the dollar amount** requires the requestor contact the IT Department to obtain a quote. This quote should be included as an attachment to any E-Requisition Request for an IT related item. Any E-Requisition received for an IT related item that does not include this attachment will be returned to the requester until a quote is attached.

9-2 REQUESTS OVER \$5,000

Require quotations. Be aware it is against college policy to divide purchases into smaller orders to avoid seeking competition.

9-2-1 Requests for \$5,000 to \$10,000

Must obtain informal quotes. The quotes may be emailed, web-based, or telephone quotes. The requestor may contact the Purchasing Department for assistance with these requests. Purchasing is available to assist in locating possible sources and descriptive literature. A copy of the bid tabulation must be included with your e-requisition.

NOTE: At least (2) two valid responses are required before bid will be tabulated and an award granted.

9-2-2 Requests for \$10,001 to 25,000

Sealed Solicitation are required. Must have written bids. This includes requests for “sole source” items. The requestor should contact the Purchasing Department for assistance with these requests. Purchasing will work with the requestor to obtain complete specifications, possible sources and descriptive literature.

The College must advertise bids for purchases of commodities greater than \$10,000. Advertising is accomplished via posting to the State Purchase and Contract web-site or via local advertisement methods. In addition, Wilson Community College may advertise non-required quotes on the P & C web-site but must follow P & C rules.

To view the State Purchase & Contract Purchase Manual go to

http://www.pandc.nc.gov/documents/Procurement_Manual_5_8_2013_interactive.pdf

. - The Purchasing Office is responsible for all advertising placed on the IPS system. Purchasing will issue a Sealed Solicitation Request. No late bid response shall be accepted for consideration.

This entire process will take approximately 30-45 days and then a purchase order is initiated by the College for items required. It is important that advanced planning be used for this purpose. After bid closing, Purchasing will create bid tabulation and will meet with the requestor to review all quotes and make a determination for purchase, cancellation of the request, or re-bidding as is determined to be in the best interest of the College.

9-2-3 Requests OVER 25,000

Including Sole Source Requests - Must be submitted to Purchasing along with complete specifications, possible sources and descriptive literature. The Purchasing Office completes a Purchase & Contract requisition form and forwards it to the NC Division of Purchase and Contract in Raleigh for processing and /or public bidding as required by law. When the NC Division of P & C receives all bids, they will forward them to WCC Purchasing, who, along with the requester, will review the responses.

After reviewing them, Purchasing will submit an award request letter, to include justification if the lowest bid is not selected, back to the NC Division of P & C where they are presented to the Board of Awards which meets once a week to review requests.

If approved by the Board, Purchase & Contract will issue a certification to the successful vendor with a copy being sent to WCC Purchasing. When received in Purchasing, an E-Requisition can be issued to the vendor.

This process could take from 4 to 6 weeks or more, depending on the nature of the item requested, so please allow sufficient processing time when planning your purchase. Wilson Community College's deadline for submitting requests over \$25,000 is usually April 1 each year.

BID PROTEST PROCEDURES

A Party wanting to protest a contract awarded to a solicitation must submit a written request to the College Purchasing and Capital Project Manager. This request must be received by the college within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those contracts actually awarded and not to every person or firm responding to a solicitation.

SECTION 10 - SOLE SOURCE VENDORS

When an item or service is available from only one known source of supply, the vendor is referred to as a sole source vendor. This will require research and documentation for the procurement file. Please note that a manufacturer has multiple reseller the item cannot be considered a sole source item. If competition is available it must be sought.

EXAMPLES

The following are examples of sole source vendors:

- A new computer software company sells software that they developed and that can only be purchased from them.
- A piece of equipment the College has breaks down and the required parts and repair service can only be obtained from the one local company authorized by the manufacturer to sell and service in this state/county.

DOCUMENTATION

Any knowledge of or justification for using a "sole source" vendor must be noted on the E-Requisition for consideration by the Purchasing Office. If technical specifications are the justification, note them in

detail for comparison to existing products and sources. If possible, attach the following documentation to the E-Requisition:

- Sole source letter form manufacturer
- Descriptive literature
- Photographs
- Diagrams
- Technical data, etc.

APPROVAL

If the purchase is properly justified, approved, and when the College's local limit of \$25,000, it can be processed without submitting to the North Carolina Division of purchase and Contract.

NOTE: If the purchase exceeds the local limit of \$25,000, it will be forwarded to the North Carolina Division of Purchase and Contract with all accompanying data for evaluation. If the purchase is approved, the College will proceed with the other.

SECTION 11 - REQUISITION PROCESS

All requests for procurement of supplies, media items, equipment, and services should be processed through E-Procurement unless prior approval is obtained from the Purchasing Office.

Online approvals have been set-up in E-Procurement. All E-Requisitions require online approval by the designated approver. The E-Requisition is electronically processed after final approval by the Purchasing Office.

FILLING OUT AND SUBMITTING A REQUISITION

Make sure you have your E-Requisition properly filled out. Be sure you provide all requested information including an item/part number and a complete description. Contact the Purchasing Office if you have any questions or need assistance completing an E-Requisition.

Any item with a *unit* cost of **\$5,000** or more must be charged to your capital outlay budget (equipment) with the exception of books, videos, or application software, which must be charged to your current expense budget (supplies) regardless of cost. Items costing less than **\$5,000** may be charged to either supplies or minor equipment at the discretion of the Vice President of Finance, the Controller, and the Purchasing and Capital Project Manager.

E-Requisition (Required Information)

- 1 Title: Brief description of item(s) to be purchased – first initial and last name of requester – current date (ex. Office Supplies – DTurner – 08/01/20xx)
- 2 Line Items may include:
 - A Punchout Items
 - B Keyword Search Contract Items
 - C Non-Catalog Items (Requester must provide the following for Non-Catalog Items :)
 1. Description: To include item or part numbers
 2. Commodity Code Number

3. Vendor
4. Recycled Content: Yes or No
5. Quantity
6. Unit of Measure
7. Price
8. Tax: This institution is not tax exempt. Include the appropriate sales tax amount.

3 Checkout/Summary Information

- A Edit and Add budget code
- B Deliver To: Requestor
- C Need-By Date: Always leave this field Blank
- D Shipping Method: Best Way
- E FOB Code: Destination
- F Terms of Payment: Net 30 Days
- G Optional Information
 1. Comments may include:
 - a Delivery location of requested items
 - b Need-by-Date
 2. Attachments may include:
 - a Quotes
 - b Specification

NOTE: Prices will be verified with vendors regardless of dollar value. If you call for pricing please include a comment on your E-Requisition of the person with whom you spoke, the date quotation was received, delivery time, and your name. Otherwise the purchasing office will call the vendor again and may obtain different pricing.

Requisition processing after receipt by Business Services/Purchasing Office, will be a minimum of two (2) working days (under normal circumstances). A four-week period should be allowed for processing and delivery, especially for out-of-town vendors.

If a requisition is for a dollar amount that requires bid, processing time will be longer.

APPENDIX

Purchasing Flexibility Report

PURCHASING FLEXIBILITY REPORT
Items covered under State Contract, but purchased from Non-Certified Sources
This report must be submitted on February 1 and August 1

Reporting College: Wilson Community College
 Reporting Period:

(1) Descriptive Name of Item	(2) Purchase Order Number	(3) Term Contract Number	(4) Term Contract Cost Per Unit	(5) Non-Contract Cost Per Unit	(6) Saving Per Unit (Col 4 - Col 5)	(7) Number of Units Purchased	(8) Total Savings (Col 6 x Col 7)
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Nothing to Report

 Signature

 Date

Nov. 2000
 P-Flex/report form

Quarterly HUB Non-Bond Report

North Carolina Department of Administration Office for Historically Underutilized Businesses Quarterly HUB Purchasing Report (does NOT include construction \$)						
Entity Name:		Wilson Community College		Reporting Quarter:		
Please use dollar figures obtained from the purchasing process for goods and services. This includes all purchase that are subject to G.S. 143-48 thru 143-64. ONLY GREEN CELLS CAN BE FILLED						
CLICK HERE TO EMAIL THE REPORT (after completing). Attach a saved copy of this report to the email before sending.					TOTAL \$ SPENT	%
I. TOTAL ENTITY PURCHASES FOR THE QUARTER						
II. TOTAL TERM CONTRACT PURCHASES (HUB and Non-HUB)						
1. Minority - Owned:		System will calculate total of a) thru d) and enter in this box:		\$ -		
a) Black (B)		2. Women - Owned (WBE)				
b) Hispanic (H)		3. Disabled - Owned (DBE-O)				
c) Asian American (AA)		4. Disabled Business Enterprise (DBE)				
d) American Indian (AI)		5. Non-Profit Work Center for Blind & Severely Disabled				
Please enter values for a) thru d) in green boxes above		6. Socially and Economically Disadvantaged (SED)				
		A. HUB subcontractor (not included in above information)				
				TOTAL TERM CONTRACT HUB PURCHASES:	\$ -	
III. TOTAL COMMODITY PURCHASES (HUB and Non-HUB)						
1. Minority - Owned:		System will calculate total of a) thru d) and enter in this box:		\$ -		
a) Black (B)		2. Women - Owned (WBE)				
b) Hispanic (H)		3. Disabled - Owned (DBE-O)				
c) Asian American (AA)		4. Disabled Business Enterprise (DBE)				
d) American Indian (AI)		5. Non-Profit Work Center for Blind & Severely Disabled				
Please enter values for a) thru d) in green boxes above		6. Socially and Economically Disadvantaged (SED)				
		A. HUB subcontractor (not included in above information)				
				TOTAL COMMODITY HUB PURCHASES:	\$ -	
IV. TOTAL SERVICE CONTRACT PURCHASES (HUB and Non-HUB)						
1. Minority - Owned:		System will calculate total of a) thru d) and enter in this box:		\$ -		
a) Black (B)		2. Women - Owned (WBE)				
b) Hispanic (H)		3. Disabled - Owned (DBE-O)				
c) Asian American (AA)		4. Disabled Business Enterprise (DBE)				
d) American Indian (AI)		5. Non-Profit Work Center for Blind & Severely Disabled				
Please enter values for a) thru d) in green boxes above		6. Socially and Economically Disadvantaged (SED)				
		A. HUB subcontractor (not included in above information)				
				TOTAL SERVICE CONTRACT HUB PURCHASES:	\$ -	
★ TOTAL HUB PARTICIPATION						
1. Minority - Owned:		System will calculate total of a) thru d) and enter in this box:		\$ -		
a) Black (B)	\$ -	2. Women - Owned (WBE)		\$ -		
b) Hispanic (H)	\$ -	3. Disabled - Owned (DBE-O)		\$ -		
c) Asian American (AA)	\$ -	4. Disabled Business Enterprise (DBE)		\$ -		
d) American Indian (AI)	\$ -	5. Non-Profit Work Center for Blind & Severely Disabled		\$ -		
White boxes will fill-in based on totals entered in green boxes		6. Socially and Economically Disadvantaged (SED)		\$ -		
		A. HUB subcontractor (not included in above information)		\$ -		
				TOTAL HUB PARTICIPATION:	\$ -	
Date:				Date:		
Purchasing Agent:		Donna A Turner		Director:		
Telephone Number:		252-246-1240		Phone:		
E-mail Address:		DATURNER@wilsoncc.edu		E-mail:		
Signature:		Donna A Turner		Signature:		
				Donna A Turner		

REVISED 3/25/2010

NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the College shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the College may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The College reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the College.

In addition, in the event of default by the Vendor under this Contract or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the College may immediately cease doing business with the Vendor, immediately terminate this Contract for cause, and take action to debar the Vendor from doing future business with the State.

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, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The College reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this Contract.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the quote document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this Contract, 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 LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying 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 on the basis of any prohibited grounds as defined by Federal and State law.

The Vendor will take affirmative action in complying 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 or disability.

9. **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.

10. **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.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, shall comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the College as described in this RFQ, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection. The requirements of this paragraph 10 shall not be waived by contract award or otherwise by the purchasing agency.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save Wilson Community College, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
12. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the College as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the College is willing to act as a reference by providing factual information directly to other prospective customers.
13. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
14. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the College 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 College to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the College may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

15. **INSURANCE:**

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

16. **GENERAL INDEMNITY:** The Vendor shall hold and save Wilson Community College, 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 Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the College has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the College's agents who are involved in the delivery or processing of Vendor goods to the College. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

17. **ELECTRONIC PROCUREMENT:**

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of

invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest

shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, quotes received, evaluation of quotes received, award of contract, and the payment for goods delivered.

e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

18. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

19. **ENTIRE AGREEMENT:** This RFQ and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFQ, any Addenda hereto, and the Vendor's quotes are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by Wilson Community College and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

21. **WAIVER:** The failure to enforce or the waiver by the College of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

22. **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, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

23. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the College under applicable law.

_____ Authorized Signature _____ Date

(Ver: 6/1/18)