



Asheboro City Schools

**Request for Proposals
Purchasing Department
1126 S. Park Street
Asheboro, NC 27203
(336)625-5104**

Direct All Inquiries To:

All questions are due by 2:00 PM on

June 15, 2022

147-Banduniforms2022

Tammy Davidson

Bid Opening Date: 2:00 PM June 23, 2022

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Commodity: Band Uniforms

1.0 Description:

Asheboro City Schools will accept proposals for custom marching band uniforms for the Asheboro High School Band Program. The proposal will need to be for the following quantities:

170 – Shako Hats

170 – Plumes

170 – Coats

170 – Jumpsuits

170 – Shako Mate Hat Boxes

4 – Shoulder Drapes

1.1 Bid Specifications:

DESIGN SPECIFICATIONS

COAT:

FABRIC: 7744 Black, 7744-8148 Royal Blue and 960-91 White
7744 is a 55% Dacron/45% Wool Fabric (14.5 oz) from Burlington Worldwide in Raeford, NC
960 is a 100% Polyester Fabric (14 oz) from Milliken in Spartanburg, SC

STYLE: Full construction waist length coat with slight front point and four-piece back cut straight.

CLOSURE: Full length center back butted with matching YKK heavy duty Vislon zipper.

SPECIAL DETAILS: Full construction (“Celebrity”) dry clean only coat style. Traditional construction with hemmed sleeves. From the inner collar lining to the outer coat fabric, there are a total of six layers. From inboard to outboard, these layers are: a) Collar lining of *performance* fabric for durability, wicking and tensile strength; b) Non-woven material, permanently bonded to inside of collar lining, allowing a double layer for reinforcing the nine gripper fastener posts; c) The next three layers consist of the heavy-duty mylar foundation base, which has a layer of non-woven, permanently bonded fabric to **EACH** side of the mylar. This triple layer foundation base is bound across the top edge with a double folded, non-woven fabric tape, with stitching through and through; d) The sixth layer is the outer coat fabric, which is that portion of the collar being readily visible; e) The remaining three layers of the collar assembly consists of collar lining, bonded non-woven reinforcing layer and the outer coat shell fabric. These layers are sewn to the top edge of the triple layer foundation base. The outer coat fabric layer is cut to allow a double beaded fold over, along the top edge of the collar. A heavy duty, nickel hook and eye hardware set, is permanently riveted through the inner five layers of the collar assembly (omitting the outer coat fabric). Collar also has a removable liner constructed of two layers of *performance* fabric having a double folded bias binding tape all around the entire liner. A bartack is added at each end. This liner fabric is the same as used to make the armshields and collar lining. That is, it has properties of soil release, wicking, durability and breathability. The positioning of the gripper snap sets, provide for the liner to extend 1/8” above the top edge of the collar. This affords protection from perspiration, cosmetics, etc. getting into the collar fabric. There are eight, nickel plated gripper fastener rings set into the removable collar liner. These are positioned to match eight gripper fastener posts built into the inside collar lining. The collar and liner are patterned having the top edge of the collar with a smaller circumference arc than the bottom edge of the collar. This results in an engineered curve to the collar ensemble, to better fit the shape of the neck and chest “drop” of the human body. Each collar liner is cut from its own sized pattern, to fit the intended coat size. Since the collar liner is washable, a “laundry-proof” permanent number is imprinted on the inside back portion of the liner. The number matches the identification number of the coat. Each coat has an identification number, as well as a barcode. *Special welted opening in coat lining that allows access for button removal/replacement.*

FRONT TRIM: Direct embroidered four-color special school logo on left chest to be as large as will fit on small sizes. Diagonal split front with right side being black and left side being blue. White stripe edged with narrow Silver Metallic Glamorous striping each side set on diagonal split. Four 36L Nickel Dome buttons attached with disc and ring set along left edge of stripe on blue. Three additional narrow silver stripes set on black side of coat parallel to white stripe.

SHOULDER CAPS: Right cap is black and left cap is blue. Caps reinforced with padded mylar.

BACK TRIM: Blue with no trim. Back butted matching blue nylon zipper.

COLLAR: Blue with removable snap in liner of Xtreme Dri Raven Black. No trim.

SHOULDER STRAPS: Blue to close with 24L Nickel Dome long shank buttons attached with disc and ring.

SLEEVES: 50/50 patterned sleeves of blue. All around cuff of black with stripe of white covering top edge trimmed with narrow silver metallic trim each side. All set at a 4" x 6" diagonal. "ASHEBORO" embroidered on right sleeve in an arc in silver metallic direct swiss.

DESIGN SPECIFICATIONS

JUMPSUIT:

FABRIC: 7744 Black

STRIPE: None

SPECIAL FEATURES AND DETAILS: Special Racer Back style with athletic fit pattern. Identification numbers and barcode. 1 ¼" shoulder straps of matching jumpsuit fabric with nylon slides and black elastic in back of suspenders for wearer's comfort. Inseam sewn with 5/8" seams for let out. 4-way reinforced crotch. 3" let-out in center back. Snap tape is on back of seam allowance on the out seam and it is on the front side of the seam allowance on the inseam. Stitched permanent crease. Welted pocket on one side of front.

ACCESSORIES:

SHAKO: Flat top design with plume holder center front that is reinforced with a screw post and nut. Silver mylar visor with black edge guard. Top, left side and entire back is royal blue with the right front being black fabric. Set on front diagonal split is a white stripe edged with narrow silver metallic trim. Additional narrow silver stripes on black parallel to white stripe. Three 36L Nickel Dome buttons attached with disc and ring set on blue next to the white stripe – all to simulate coat front trim. Black fabric front strap with grommet at each end of strap. Separating prong back buttons at each lower side. There is a metal hook in the back of the shako for the chinstrap to rest on. There will be a barcode inside each hat as well as a clear pocket for the size and identification of each shako. The cord inside the shako for adjustability does not tie but has a special cord lock for ease of use and added security.

PLUMES: 12" Royal Blue and White interspersed feather French Upright and nickel cup.

SHAKO BOX: Shako-Mate style in black high impact polystyrene.

GARMENT BAG: "The Protector" - 600 Denier heavy duty polyester with PVC waterproof liner. Reinforced zipper stops. Clear viewing window. Reinforced, durable hanger opening. Super-sized (16" x 24") zippered utility pocket. Metal grommet reinforced air vent. 1" wide poly web carrying strap. Velcro closure at top to secure hanger. Handles at top and bottom of bag to carry as a fold over bag.

HANGER: Black plastic wishbone style to be included with each uniform.

DRUM MAJOR: Drum major to be similar to band design and include all items same as band.

UNIFORM MANGEMENT SYSTEM: UMS system that is "cloud" or "web" based and is accessible with any desktop or laptop computer or any handheld device wherever an internet connection is available. It easily assigns uniforms based on just a few measurements or pieces of information. It is easily accessible with login and password that can be adjusted and changed by the user. The UMS system is free of any yearly charges or fees.

DIGITAL PARADE BANNER: 3' X 8' custom printed parade banner with tunnel loop at top and bottom for banner carrier frame. Banner will have custom artwork prepared for approval and a mini banner sent for approval of colors prior to printing full size banner.

COAT SPECIFICATIONS

Hard and Soft Collar

1. GENERAL

Due to the unique requirements of a band coat (relative to the number of different wearers, minimum care received, wearing conditions and life expectancy), special patterns, materials, design and construction methods must be applied.

2. PATTERNS

- A. Coat patterns are special band uniform patterns with additional "ease" to allow for freedom of movement, wearing of clothing underneath and the convenient re-issue from year-to-year. Fashion or standard patterns do not allow enough room. Merely up-grading to oversized patterns will result in an unsightly and cumbersome fit.
- B. Computer generated patterns will provide proper fit for all male and female band members, with no restrictions or limitations as to chest size. Likewise, sizes will be assigned in needed "lengths" from XXS through XXL. Coats will be patterned for EACH even numbered chest size, rather than just generic S, M, L, etc.
- C. Patterns are to be marked and graded using a computerized system to insure accuracy and updated patterns.

3. SIZING

- A. Measurements will be taken by a factory-trained representative.
- B. Sizes are analyzed by a sizing computer system assigning the closest standard proportion size to each wearer in order to permit re-issuing in subsequent years and to provide a reasonable fit for the initial wearer.
- C. In the event the initial wearer cannot wear a standard proportion size, a special pattern will be employed to ensure a reasonable fit.

4. COAT

- A. Coat linings are cut from a separate set of patterns designed to fit each specific coat size and style. Linings are not cut from coat shell patterns then cut down to try and fit.
- B. Linings are "FIRST" quality polyester twill, non-toxic, perspiration resistant and preshrunk to washable standards. Linings will have no less than 124 x 72, 150 Denier in both the warp and fill, meeting government specifications.

NOTE: "Patterned" linings of men's fashion fabrics are not durable in the heavy-duty uniform usage.

- C. The coat lining has a ½” vertical pleat running up the center back. This allows fullness, fit and comfort to the overall performance of the coat.
- D. In the armhole area, the coat lining is machine stitched to an ensemble including the outer coat fabric, shoulder pad and sleeve head. Hand sewing or felling does not provide the durability required for armhole construction.
- E. Linings are sewn to the coat bottom edge, and reinforced with pre-shrunk tailoring tape. Straight cut long coats will have an additional ½” lining pleat all around the coat bottom.

5. **BRAID** (see #25-B)

Only first quality braid shall be used for trim. Braid trim ¼” or wider, is sewn down with two rows of stitching on looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface to inhibit puckering tendencies.

6. **BUTTONS**

High-quality metal buttons shall be used where specified and they shall be attached by sewing, ring and washer or toggle and washer.

7. **BUTTONHOLES**

All coat buttonholes are made with a CUT-FIRST automatic buttonhole machine. The hole is cut first, the edges covered with gimp, then completely sewn to “close” the buttonhole. The buttonhole back is secured and closed with bartack reinforcement. Gimp is 100% cotton glazed #8 and approximately 8 oz., color matched to the buttonhole thread.



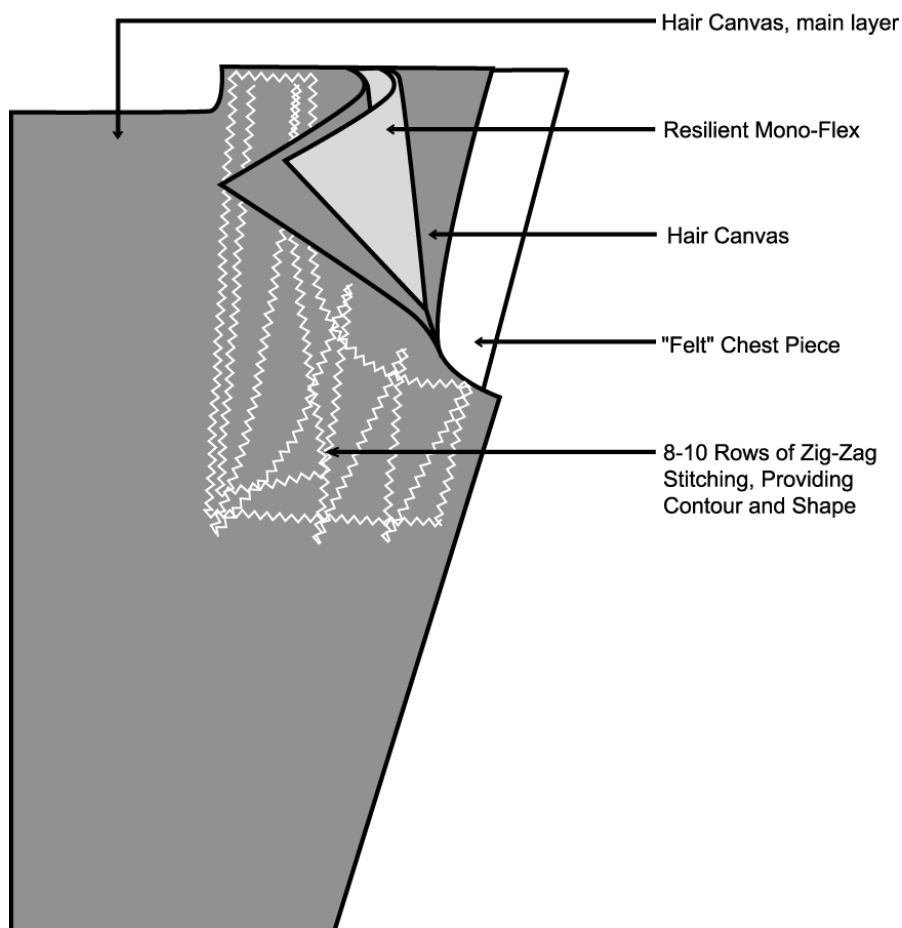
8. **ZIPPERS**

- A. Zipper to be heavy duty YKK, 9/16” tape, autolocking pull-slide of brass, or equal.
- B. Coat zipper tape shall be bar-tacked top and bottom and sewn to the surface of the facing, not sandwiched in between shell fabric and facing.

9. **INTERLINING**

- A. The interlining has optimum four-layer construction. More than four layers creates “STIFFNESS” in the coat fronts, resulting in difficult and uncomfortable arm lift maneuvers in marching bands. Less than four layers results in flimsy construction and therefore a rumpled appearance and reduced durability. In keeping with individual patterns for coat shell fabrics and the linings, higher quality control and an elevated level of haircloth quality is obtained by these multi-layered interlinings being patterned, cut and assembled “IN HOUSE” at the uniform manufacturers facility. This basic construction practice enhances the fit and comfort of the individual uniform (as opposed to “making do” in purchasing these multilayered ensembles and cutting them down to fit the “hundreds” of patterns required for each coat style and chest size).

Coat Front Interlining



- B. The main layer of the interlining is a Hymo haircloth. This “hair canvas” is 35% genuine natural hair, 47% rayon and 18% polyester fibers. It is sanforized and double pre-shrunk with A.V.S. water repellent application. This canvas is 100% soakable with no shrinkage nor loss of rigidity. The layer extends the complete length of the coat front, from shoulder seam down to the coat bottom.
- C. The second layer is a resilient 27.6% rayon/72.4% polyester canvas “MONO-FLEX” chest piece 4.2 oz in weight. Its dimensions are 6” wide x 6 ¾” long and extends downward from the upper chest area.
- D. The third layer is another piece of hair canvas (as per “B” above) 8” wide and 12” long, extending downward from the upper chest area, and completely covering the MONO-FLEX.
- E. The fourth layer is a ¼” thick padding of 3.6 ounce 100% polyester non-woven material that is soakable and non-shrinkable. This white chestpiece pad extends approximately 6” below the armhole.

NOTE:

In white coats and other light color fabric shades, a piece of thin Poly-sil white curtain is added to prevent “shadowing” of the haircloth interliner through the outer coat fabric.

- F. This entire multilayered interliner shall be sewn together with a series of eight to ten rows (depending on chest size) of zig zag stitching spaced approximately 1” apart. This is the optimum number of rows as recommended by the garment industry standards. Too many rows will reduce the flexibility, comfort and fit. Too few rows will limit durability and lifetime.
- G. The interliner is then secured to the coat shell fabric and coat lining, in the neckhole, armhole, bottom front and along the coat closure edge. A tailoring tape is included in these seams for added durability. The interliner is NOT sewn into the shoulder seam nor the side of the coat. This allows flexibility and “give” to the entire coat front construction.

NOTE: All tailoring tape is 100% PIMA cotton and triple cold water shrunk.
Fused front interliners are not acceptable.

- H. On soft collar concert/blazer coats the lapel portion of the canvas shall be padded to the lapel section of the coat with a series of multi-rows of blind stitching at close intervals no more than ¼” apart. This section shall be hand shaped and a ¾” cotton bridle tape shall be applied by two rows of blind stitch to insure body contour, permanent lapel shape and reinforcement to prevent stretching.

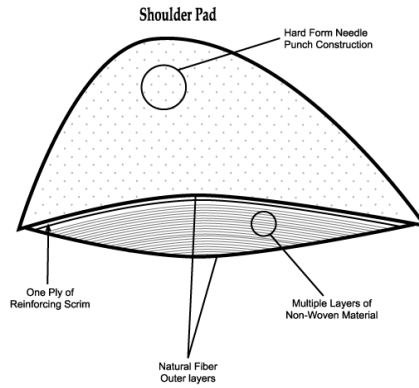
NOTE: The above construction is a time proven, traditional procedure. Under no circumstances are the haircloth and sewing operations to be substituted with a fusing or gluing operation. Certain areas of the coat should have a small reinforcement piece of pellon fused to the outer fabric. These will be designated and detailed later; they serve as essential parts in the overall durability and appearance of the garment. However, as previously stated, the large chest pieces and foundation interlining must NOT be fused.

10. ARMHOLES

- A. Armholes shall be oval shaped and allow sleeve to be pitched forward 3-4 degrees to maximize comfort and ease of movement with minimum distortion to the coat.
- B. The armhole shall be reinforced with ¼” pre-shrunk cotton tape all around to prevent stretching in the armhole.
- C. The entire armhole shall employ machine lock stitching. Hand or machine “felling” will not be accepted.

11. SHOULDER PADS

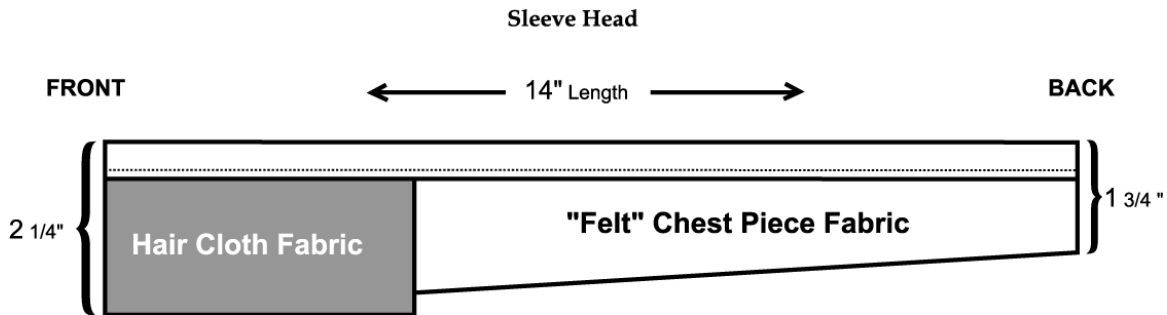
- A. Shoulder pads shall be high quality, dry-cleanable and non-absorbent.
- B. Shoulder pad size shall be minimum 9” long x 4 ½” wide on regular width coat styles. Special “extended width” shoulder coats will have a larger shoulder pad measuring 9” long x 6 ½” wide.



- C. Shoulder pads are a “hardform” construction, consisting of several layers of non-woven material. The layers are permanently attached together with a “needlepunch” process. Among the layers, near the top side, is a reinforcing ply of scrim, which adds dimensional stability to the assembly. A final layer of natural fiber is applied as a covering. The shoulder pads are guaranteed for the lifetime of the garment. Dry cleaning is recommended, but the shoulder pad is also compatible with water.
- D. Shoulder pads consisting merely of PIMA cotton covered with a porous fabric and held together with loose basting stitches, will not endure the many years of dry cleaning, exposure to the elements and the demands of marching band wear. The tendency is for a “wadding” of the cotton core. This type of shoulder pad is NOT acceptable.

12. SLEEVE HEADS

This provides fullness and shape to the top of the sleeve as it is sewn to the coat body. It consists of a separate strip of material used for the white chestpiece pad of the interliner (9E). The sleeve head has a length of 14” and is equally positioned over the shoulder, to the front and back of the upper sleeve seam. The finished width is 2 ¼” at lower front, and tapers to a 1 ¾” width at lower back. The construction consists of a ¾” turnback on the armhole edge, and has a seam spaced ½” from the edge. Sewn into the lower front portion of the white pad strip, is a 2 ½” x 4 ½” piece of “haircloth” as described in the Interliner section (9B). The result of this “IN HOUSE” manufactured sleeve head is a substantially improved “body” in the entire sleeve/shoulder area, particularly when lettering or other embroidery trim is specified.



13. SLEEVE STITCHING

- A. Sleeves shall be set with machine lock stitch to insure proper distribution of fullness and durability.

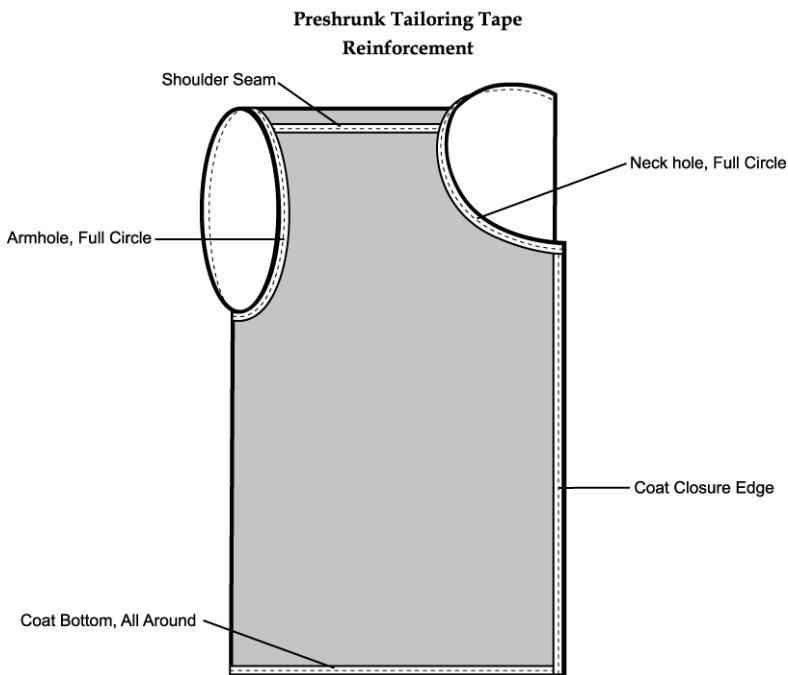
B. Fullness shall be sheered in by top-feed sewing machines.

14. ARMHOLE LINING FINISH

- A. The bottom of the sleeve armhole shall be lock-stitched through two layers of lining, two layers of fabric and armshield.
- B. The top shall be sewn through the coat lining, sleeve fabric, sleeve head, shoulder pad and shoulder strap with lock stitching.
- C. The entire armhole has tailoring tape all around.
- D. “Felling” by hand or machine is not acceptable when closing the armhole.

15. TAPING

- A. All seams in high stress areas are reinforced with tailoring tape to prevent stretching, and add durability to the seam. These tapes are pre-shrunk.
- B. Areas of this taping procedure include the following:
 - 1. All around the neck opening where collar joins the coat.
 - 2. Coat closure edges and completely around the bottom.
 - 3. Complete circumference of the armhole.
 - 4. Shoulder seams from collar (neck opening) to sleeve seam - except canopy coats



16. POCKETS

- A. All inside pockets shall be constructed with a pocket welter and shall be reinforced with a non-woven fabric.

- B. Pocketing material shall be 80/20 poly cotton, 100% poly fill, pre-cured finish, 3.05 YPP, 78/54 twill weave.
- C. Upper and lower welt of the inside breast pocket is to be 100% polyester material and pellon backed.
- D. Pocket bag shall be constructed on one piece of pocketing with no open seams at the bottom.
- E. There shall be a tack at each end of pocket opening through all layers of pocketing. Tacks shall be concealed.
- F. Pockets made of lining or lightweight material shall not be acceptable.

17. SLEEVE CUFF TURN UP

- A. Sleeves cuffs will have an approximate 2 ½” turnup, which incorporates both the coat sleeve fabric and lining. This turnback includes a 3/8” binding at the top edge.
- B. Sleeve length alterations are accomplished by removing the blindstitch and re-sewing at the desired length.

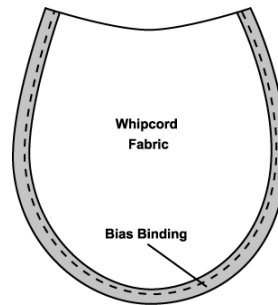
18. SLEEVE CUFFS

- A. Sleeve cuffs without trim in the cuff area are reinforced with a 5” width of non-woven material, bonded permanently to the inside of the coat fabric. As the sleeve is then turned back to form the let-out feature, this non-woven layer is equally divided to finish 2 ½” in the outside cuff edge, and 2 ½” on the inside. This procedure provides body to the sleeve cuff bottom edge, and maintains a full rounded finish.
- B. Sleeves with extensive cuff trim (appliques, inserts, looped braid designs, embroidery) are given the same reinforcement layer of non-woven material, but this layer is extended an additional 12” up toward the elbow area. This addition prevents puckering tendencies created by use of fabrics, braids, etc. which each have different coefficient of stretching.
- C. Shoulder lettering and embroidered logo trim have a reinforced backing layer on the inside of the sleeve.

19. ARMSHIELDS

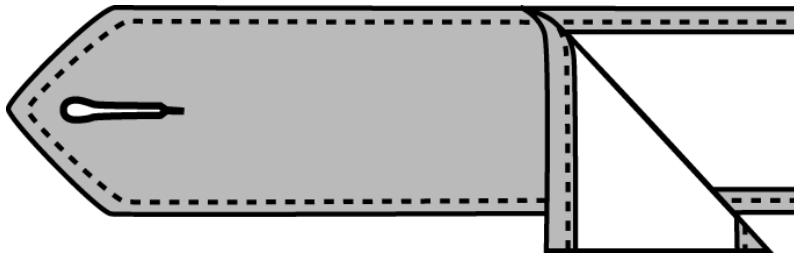
- A. The armshield is engineered to minimize the long-term effects of perspiration over the lifetime of the garment. Perspiration consists of moisture, salts, weak organic acids and body oils. A whipcord fabric having WICKING properties is specified for use as the armshield. (“Felt-like” fabrics that retain perspiration are not in the best interest of the garment). In addition to the wicking property, this whipcord shield has soil release, high permeability for airflow, and exhibits rapid evaporation.
- B. The armshield is approximately 4” x 4” in dimension, bound with double folded bias rayon on both sides and the bottom, then machine sewn into the armhole.

- C. Tensile strength and resistance to abrasion are additional advantages of whipcord armshields as compared to a “felt-like” material. The minimum abrasion quality is 10,000 on the STROLL FLAT test.



20. SHOULDER STRAPS

- A. Both the upper and lower layers of the shoulder strap are innerlined with permanently bonded, non-woven material. This four layer ensemble is secured with an inside hidden stitch then top-stitched all around the edge, set in approximately ¼". These layers are die-cut to insure exact conformity in shape and size, throughout the lifetime of the garment.
- B. Buttonholes are the CUT-FIRST style, having all raw edges reinforced with gimp, then solid stitching as described earlier in the Buttonhole section (item 7).



21. STANDING HARD COLLAR

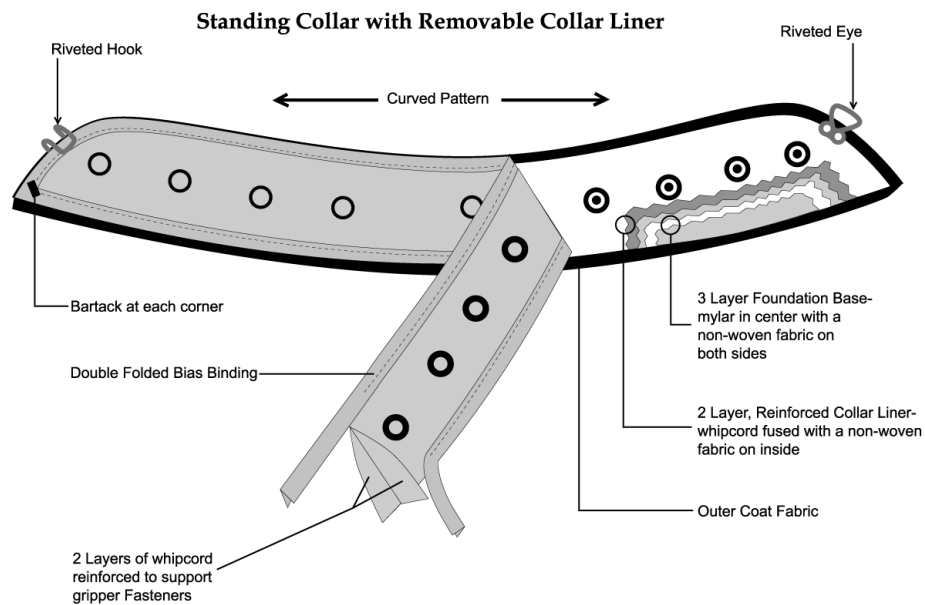
- A. Collars are one of the highest stress areas in the coat. The following construction process and features are the standard for the industry. Deviations and shortcuts will exhibit a lesser quality. The collar and matching removable collar liner are cut from curved patterns. This allows a front “drop” to fit the downward front slope of natural human body configuration. These items are NOT to be cut in a straight pattern.
- B. From the inner collar lining to the outer coat fabric, there is a total of six layers in this quality collar construction. From inboard to outboard, these layers are:
1. Collar lining of whipcord fabric-same as the Armshield section (item 19) for durability, wicking and tensile strength.
 2. Non-woven material, permanently bonded to inside of collar lining, allowing a double layer for reinforcing the nine gripper fastener posts.

3. The next three layers consist of the heavy-duty mylar foundation base, which has a layer of non-woven, permanently bonded fabric to **EACH** side of the mylar. This triple layer foundation base is bound all across the top edge with a double folded, non-woven fabric tape, with stitching through and through.
 4. The sixth layer is the outer coat fabric, which is that portion of the collar being readily visible.
- C. The remaining three layers of the collar assembly consists of collar lining, bonded non-woven reinforcing layer and the outer coat shell fabric. These layers are sewn to the top edge of the triple layer foundation base. The outer coat fabric layer is cut to allow a double beaded fold over, along the top edge of the collar.

NOTE: All stitching and seams are “internal” and NOT visible.

- D. A heavy duty, nickel hook and eye hardware set, is permanently riveted through the inner five layers of the collar assembly (omitting the outer coat fabric), the hook at the right front with the eye at the left. This hardware is set at an angle to establish “tension” which keeps the hardware in a closed position, secured by its own weight.

NOTE: The entire sewing operation in the construction of the collar is “machine-sewn”. Hand sewing simply cannot insure the required durability.



22. COLLAR LINER (REMOVABLE)

- A. This removable liner is constructed of two layers of whipcord fabric having a double folded bias binding tape all around the entire liner. A bartack is added at each end. This liner fabric is the same as used to make the armshields and collar lining. That is, it has properties of soil release, wicking, durability and breathability. The positioning of the gripper snap sets, provide for the liner to extend 1/8” above the top edge of the collar. This affords protection from perspiration, cosmetics, etc. getting into the collar fabric.

- B. There are nine, nickel plated gripper fastener rings set into the removable collar liner. These are positioned to match nine gripper fastener posts built into the inside collar lining. The collar and liner are patterned having the top edge of the collar with a smaller circumference arc than the bottom edge of the collar. This results in an engineered curve to the collar ensemble, to better fit the shape of the neck and chest “drop” of the human body.
- C. Each collar liner is cut from its own sized pattern, to fit the intended coat size. Since the collar liner is washable, a “laundry-proof” permanent number is imprinted on the inside back portion of the liner. The number matches the identification number of the coat.

23. “WRAP” COAT COLLAR

The standing collar on the wrap style coat is “soft”, in that there is no inner layer of stiff mylar. This collar generally measures 1 ¾” finished width. The inside lining is a coat shell whipcord having a permanently bonded layer of non-woven fabric to reinforce the collar. The outer layer of the collar is also a coat shell whipcord, having a reinforcing layer of monoflex (resilient canvas of 27.6% rayon/72.4% polyester – 4.2 oz. weight) stitched in. This results in a reinforced “soft” collar having four layers. All exposed edges are turned inward with an invisible row of stitching. A visible row of topstitching is added all around the edge. There are no exposed, rough edges.



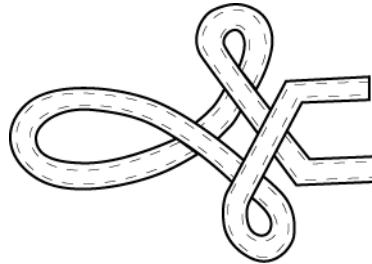
24. SOFT COLLAR

- A. Soft collar lapel coats shall have ¾” non-bias bridle tape blind stitched to the canvas and through the back side of the outer shell of the garment so the lapel will roll and stay in a permanent position. The bridle tape will be worked in approximately ½” to give proper curvature over the chest area.
- B. Lapel coats are to have not less than seven (7) rows of blind stitching, catching the canvas and outer shell, applied under curved tension, giving fullness to the lapel for proper roll and permanent shape.
- C. Non-bias ¼” cotton tape shall be applied on the leading edge extending from the base of the collar down the front and around to the edge of the canvas.
- D. One-half inch 2-way fusible tape shall be used to secure facing to coat front for added stability and appearance.
- E. The under collar is to be made of a double-thickness under-collar cloth.

- F. All edges shall be topstitched (with the exception of satin lapels) through and through, from the facing edge through coat front lapels and collar to the opposite edge. Topstitching shall be 1/8" from edges as with welt pockets and pocket flaps.

25. COAT TRIM

- A. All trim must be sewn to the outer coat fabric before the lining and interlining are joined to the coat. Trim sewn through the interlining and lining is not acceptable.
- B. Braid trim of 1/4" or wider is sewn down with two rows of stitching. This includes looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface, to inhibit puckering tendencies.



26. SPECIAL COAT STYLES

- A. Certain coat styles will require a "Memory Recovery" system across the upper back and shoulders. This includes coat backs with bi-swing pleats in each upper back sleeve seam, and an inverted pleat style having a bi-folded expansion "pocket" in the center back seam, at the upper shoulder level. The seamless canopy style coat also requires this "Memory Recovery" system, due to the under construction across each shoulder.
- B. The Memory Recovery system is a 2 1/2" wide panel of heavy duty light weight elastic, made of 90% (70 denier) nylon and 10% (140 denier) Spandex. It is sewn into each sleeve seam in the coat back area, and extends fully across the coat back. When the wearer of this coat style is in an arms down position, the system is relaxed. During an arm lift maneuver the entire coat back experiences stress and pulling across the shoulders. The Memory Recovery system brings the various fabrics, folds and coat parts, back to the original "EASE" position when arms return downward. This entire process prevents unsightly bulging. The durable elastic panel is included in the manufacturers warranty.

27. SEAMS

The center back seam and side body seams shall be 5/8". Seams are to be plain with a minimum of 1 1/2" total outlet in the side body seams and 3/4" in the back seams. Coat is to be completely machine stitched except in areas where tailoring or appearance necessitates other methods. The ends of all seams and stitching shall be back-stitched not less than 1/4". Thread breaks of all stitch types must be secured by stitching back from break 1/2" to 1". Coat is to be tailored with a four-piece back, comprised of a center back seam and two additional back body seams curving from sleeve seam downward and running out the coat bottom. Two-piece backs are also available as a buyers option, for a "sack" style coat.

28. THREAD

There shall be different types of thread used in various operations depending upon the need for strength, fullness, elasticity and smoothness. Padding of lapels and sewing of the bridle tape is to be done with three-cord cotton mercerized thread. Other sewing operations use perma cord size 50, two-cord thread. All threads used are to be heat resistant, vat dyed, sunfast, dry cleanable and moisture proof. In areas of multiple color trim panels, a monofilament thread may be indicated. This thread is a 330 denier and has a .008 diameter rating. The manufacturer's warranty includes all threads used throughout the uniform construction.

JUMPSUIT/BIBBER SPECIFICATIONS

1. GENERAL

Jumpsuits/bibbers are special marching band construction and design, and shall not employ fashion tailoring techniques, materials or patterns that will not withstand the rigorous end use of band uniforms. Fashion pocketing, waistband material and construction, lightweight snaps and hooks are not acceptable.

2. PATTERNS

- A. The patterns and style must be in keeping with the end use of marching, with maximum capability to be adjusted for fitting a variety of wearers from year-to-year.
- B. They must have ample room for movement and be nonrestrictive for marching, in the seat, thigh and ankle area. The dimensions of a jumpsuit/bibber for a 38 regular male, shall not be less than 20 1/2" circumference at cuff and 26" at thigh.
- C. There are both male and female patterns.
- D. There are two (2) rear waist darts to reduce fullness from the seat to the waist. Seat shaping is accomplished by the pattern, not extended waist darts. Front darts are optional.

3. FRONT CLOSURE

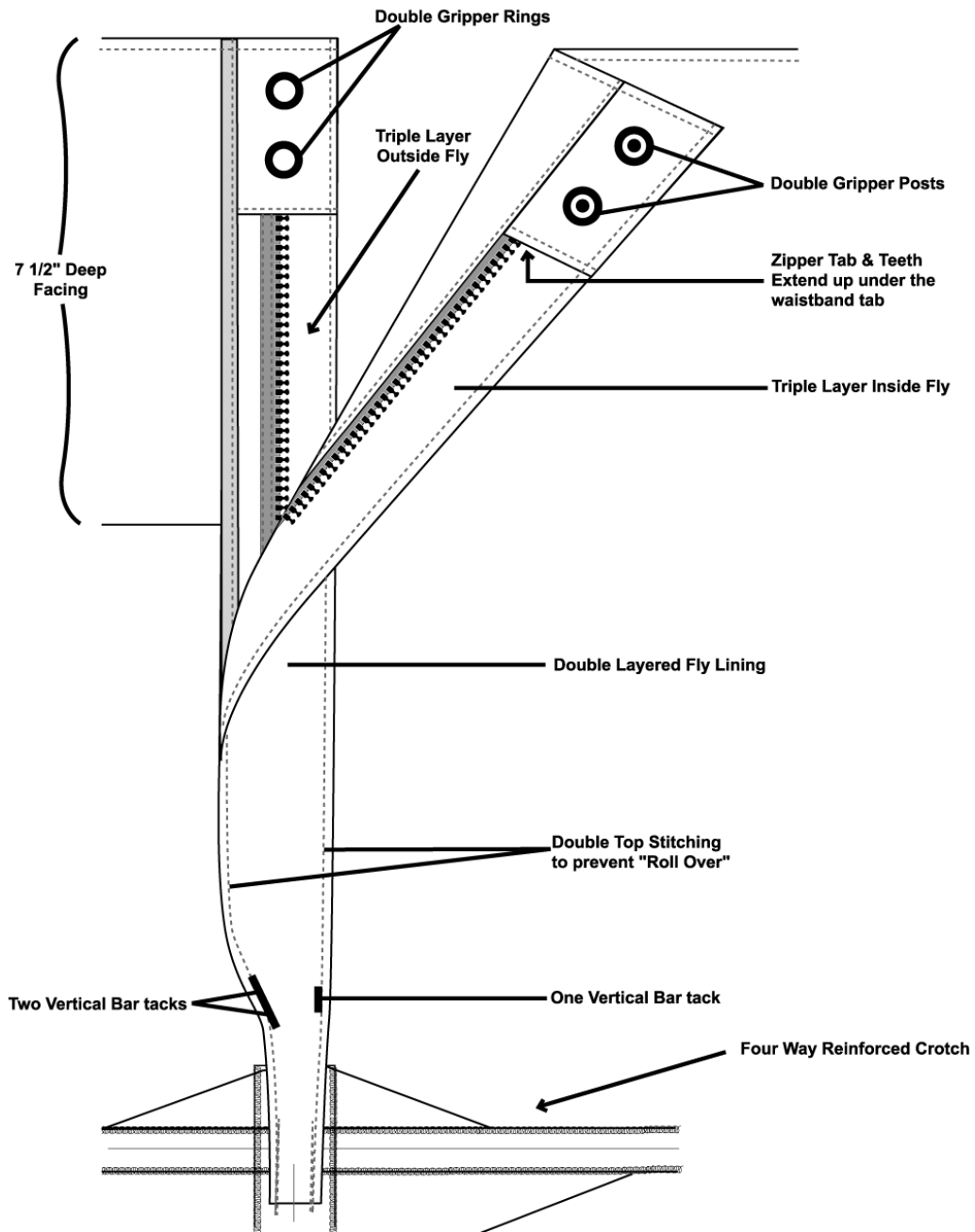
- A. There are two stainless snaps at the top of the fly. Jumpsuits/bibbers with merely one (1) snap at closure are unacceptable.
- B. The fly zipper is brass "Y.K.K." with a double locking slide. There is a metal stop at the base of the fly zipper. The fly teeth will extend completely up under the waistband to prevent the slide from coming off the top of the zipper. Short zippers with teeth not extending under waistband are not acceptable.
- C. The outside fly consists of the outer shell fabric, an inner layer of shell fabric, and a middle reinforcing layer of non-woven fabric. The lateral edge of shell fabric on the inside of this fly assembly is completely bound with a polyester bias tape.

- D. The inside fly is constructed with a layer of outer shell fabric having two layers of “four way” fabric sewn to the inside. The “four way” material is 80/20 polycotton, 100% poly fill, 3.5 yards per pound, with a pre-cured finish. This inside fly extends down into the four-way crotch and finishes approximately 1 ¼” beyond the four-way. This fly lining is stitched down on both edges, to prevent “rolling”.

NOTE: Both the outside fly and the inside fly have three layer construction.

- E. There are two vertical bar tacks on the inside fly lining and one vertical bar tack on the outside of the base of the fly ¾” up from the bottom of the fly. The purpose of the outside bar tack is to eliminate stress on the zipper track and to prevent tearing when the trousers are being put on. This bar tack is vertical to insure maximum number of stitches on the seam, and positioned to be not noticeable.
- F. The outside, three layered front fly measures 1 ¾” in width. The inside, three layered front fly measures 2” in width.

Jumpsuit/Bibber Inside View



4. CROTCH REINFORCEMENT

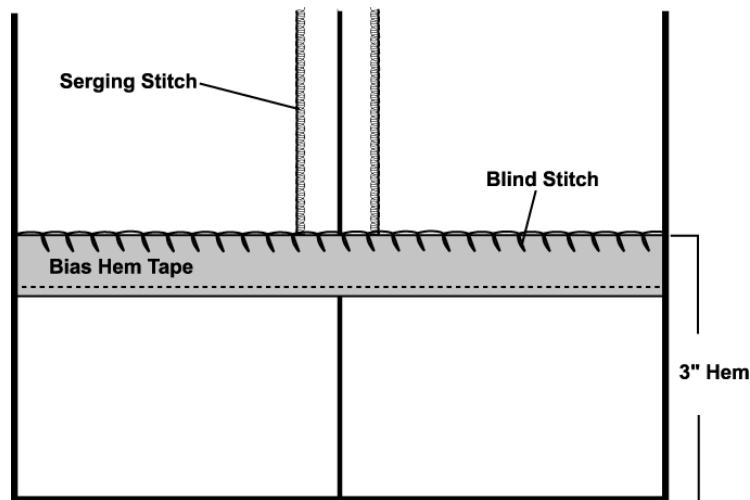
- A. There is a "four-way" crotch reinforcement consisting of 80/20 poly cotton, 100% poly fill, 3.5 yard per pound, pre-cured finish fabric.
- B. There are four, two ply sections, one on each side of the intersection of the fly, seat seam and inseams.
- C. Crotch area is clean finished with no pieces extending from top of inseams.

5. POCKETS

- A. Pants pocketing is high grade; acceptable for use by government agencies, 80/20 poly/cotton, 100% textured poly fill, pre-cured finish, 3.5 yards per pound.
- B. Pockets are “bag” construction, consisting of one piece of pocketing turned and stitched. There are no seams at the bottom of the pocket and no exposed serging stitches.
- C. If standard exposed hip pockets are used, they shall be double welt construction and reinforced with interlining.

6. CUFF HEM – “EASY ALTER”

The bottom of the trouser leg has a 3” turnback on the inside, including a binding of flat polyester bias hem tape. This tape is a total width of 1 ½” before being applied to the trouser cut edge. It is folded over the cut edge and sewn down leaving a finished width of ¾”. This hem is now blindstitched back to the inside of the trouser leg.



7. SEAMS

- A. The center back, seat seam is sewn with two rows of locked chain stitching. There is a 3” Browne outlet along this center back seam.
- B. Inseams are sewn with a highly durable expansion stitch, allowing flexibility in this stress area. These seams are constructed with 5/8” seam allowances, and are of the “flat” style. Outseams are double folded over with the edges sewn together.

NOTE: Jumpsuits/bibbers with the expandable gusset option are constructed with the inseam having the “flat” style seam with 5/8” allowance.

8. TRIM

- A. All jumpsuit/bibber stripes shall continue the full length of the leg through the turn-up and are covered with tape at the raw edge of cuff.

- B. Stripes are set no more than 1/8" from side edge of adjustable "V" to minimize stripe distortion.
- C. All straight fabric stripes are double thickness to prevent shadowing and pressing marks.
- D. Trim shall be centered on and will cover the side seam for aesthetics and seam reinforcement.

9. PERMANENT SUSPENDERS

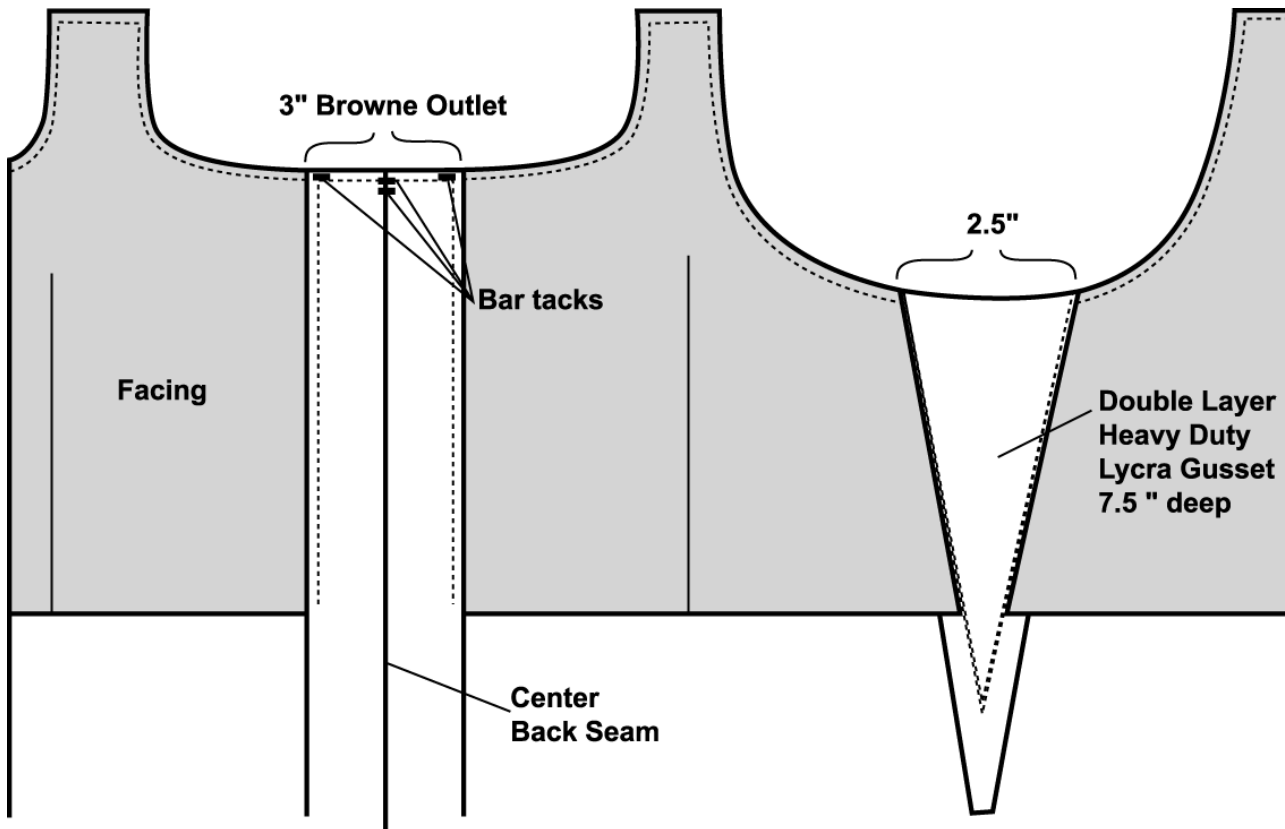
- A. Suspenders are made of whipcord fabric. Color shall match jumpsuits/bibbers. Nylon webbing shall not be used because the adjusting slide will not remain in set position under tension from movement.
- B. Suspenders are two-ply, topstitched, and have interlining for body. This will insure the adjustable slide remaining in set position; suspenders will dry clean as well as jumpsuit.
- C. All hardware is unbreakable nylon as used in parachutes and life vests; unbreakable, unbendable and not subject to tarnishing or rusting. It will not cause undue abrasion on jumpsuit during dry clean tumbling.
- D. Suspenders are self faced and interlined with pellow.

10. PERIMETER SERGING

- A. All exposed "raw" edges not covered with tape are serged with a "serging stitch of no less than 10 per inch, tight to edge, to prevent fraying.
- B. Serging thread is polyester.

11. UNDERARM GUSSETS

When an underarm gusset is specified for adjustability features, a heavy duty two-layer color matched lycra wedge is sewn into the upper portion of the pant outseam. This gusset is cut into an elongated diamond shaped pattern 19 1/2" long and 3 1/2" at its widest point. The two elongated points are matched together, allowing the double layer of lycra to be sewn into a proportionate V shaped notch. This results in a gusset, double layers, 2 1/2" wide at the top of the jumpsuit in the "underarm" area, and extending downward to a finished length of 7 1/2". This adjustable feature will allow up to 3" larger fit around the torso. The manufacturers warranty includes this lycra feature.



12. UPPER FACINGS

Inside upper facings are essential in providing body and dimensional stability to the curved cut all around the upper edge of the jumpsuit/bibber trouser, extending upwards to accommodate the shoulder strap. The following dimensions are standard:

Center Back Seam	7 ½"	Deep
Underarm	5"	Deep
Back Shoulder Strap Extension	11"	Deep
Front Shoulder Strap Extension	9"	Deep

SHAKO CONSTRUCTION SPECIFICATIONS

1. GENERAL

It is important that the shakos be made by the manufacturer of the uniforms. This will insure that all the manufacturer's quality control practices will be followed. The practices include (but are not limited to), workmanship consistent with uniform, fabric matching, and timely delivery.

2. BODY

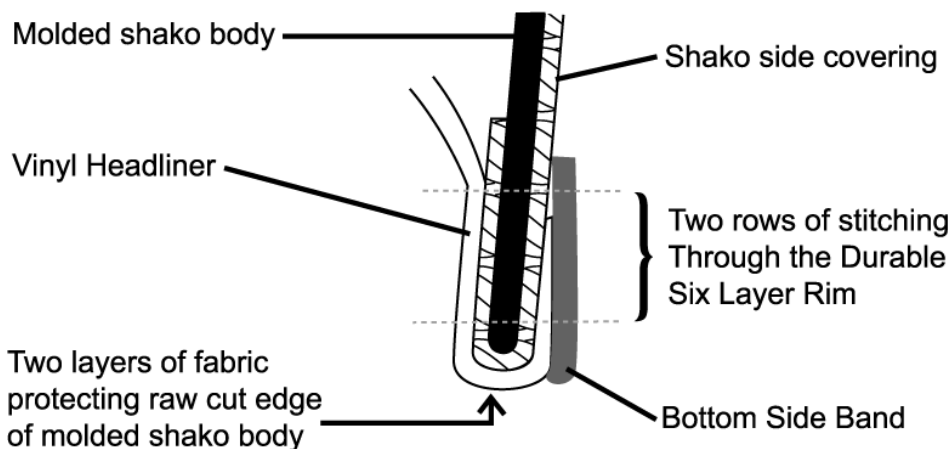
- A. Shako body is vacuum-formed high impact styrene .135" gauge white plastic and has high rubber content to prevent cracking. Body is pliable and flexible to conform to wearer's head, in an "oval" shape, rather than circular or round.

- B. There is a separate shell size for each head size.
- C. Each hat has a clear ident-a-peek pocket in the inside top with the size imprinted in ¼” letters for ease of issue. Each ident-a-peek contains a card to identify the wearer. A size sticker is also applied to the inside top.

3. COVERING

- A. The fabric side covering is pulled down to the bottom edge of the shako body, then turned back 1 ½” up inside the shell. Two rows of stitching secures the side covering to the molded shell. One row is polycore poly wrap thread, lock stitched. The second row is Telex 135 poly tex thread, also lock stitched. This sewing operation extends all around the entire bottom edge of the molded shako body.
- B. The two rows of stitching described in section A above, secure a total of six layers for maximum durability. These layers, from the outside to inside, are: BOTTOM SIDE BAND, VINYL HEADLINER, SIDE COVERING, MOLDED SHAKO BODY, SIDE COVERING TURNBACK and VINYL HEADLINER TURNBACK.

Shako Cross Section

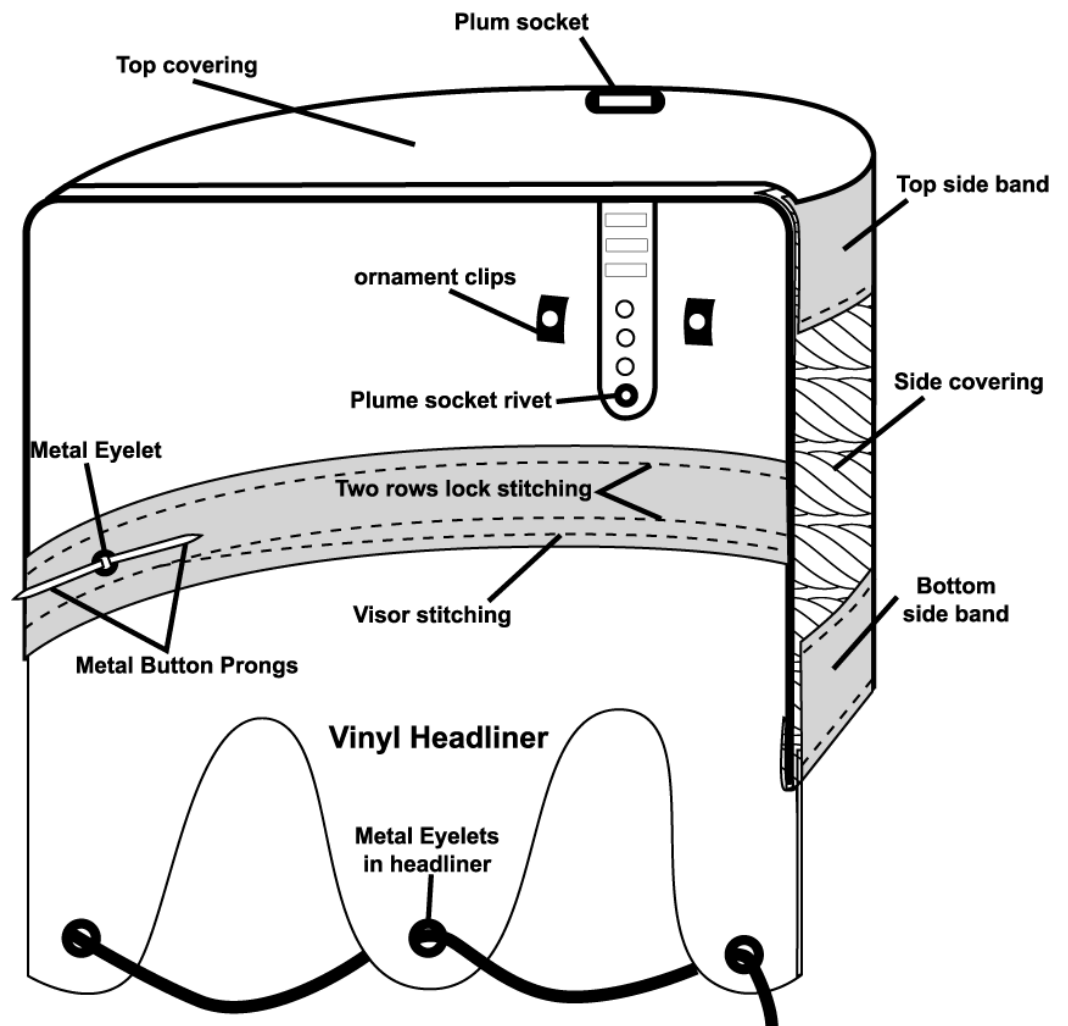


4. HEADLINER AND SPECIAL FEATURES

- A. Headliner shall be cotton backed, expanded vinyl with embossed finish. There are six scallops with metal eyelets to receive drawstring for adjustability.
- B. Headliner is turned and sewn with a lockstitch in such a manner to allow for adjustability.
- C. Headliner extends around the bottom edge of the plastic body, and stitched through. This results in two layers of material (outer fabric and vinyl headliner) to secure and protect the bottom edge of the shako shell body.
- D. There is a metal eyelet on each side of the hat body where the button prong passes through plastic.

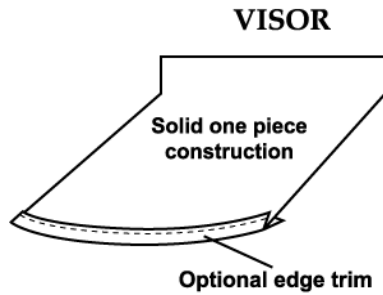
- E. High density polyethylene plume sockets are included and riveted to the body.
- F. A metal spacer is used to affix the front chain to each side button

Shako Construction



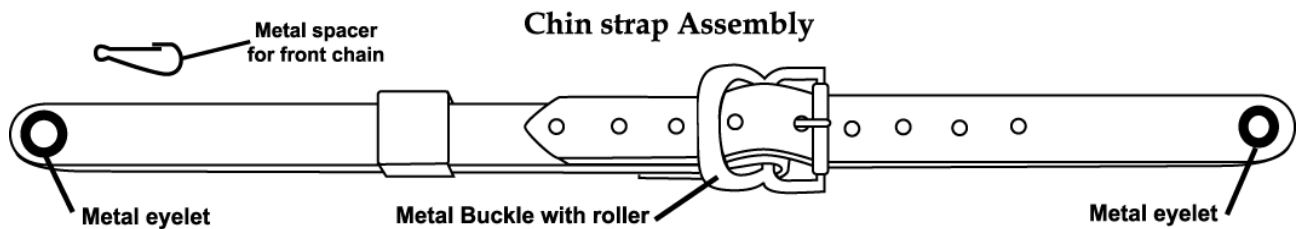
5. VISOR

- A. Visor is non-breakable one-piece plastic, not laminated. It is secured to the shako body with lock-stitch safety sewing.
- B. Visor color is molded through entire body of visor. The material is an engineering grade copolymer with low-temperature toughness, stain proof, fade and discoloration proof, impervious to ultraviolet light (sunlight).



6. **CHINSTRAP**

- A. Chinstrap is 3/4" pliable plastic with metal buckle and roller, and has a 1/2" keeper.
- B. There are metal eyelets at chinstrap ends where button attaches (to prevent strap from being torn by button shank).
- C. There is a 3/4" nickel-plated brass chinstrap hook at the rear of the shako, attached with a metal lip.



7. **BUTTONS**

- A. Side buttons are three-piece metal.
- B. Buttons consist of prongs, base plate, and face plate. Side buttons are metal with spread prongs. Plastic buttons are not acceptable.

1.2 Evaluation of Criteria:

It is the intent of Asheboro City Schools (ACS) to award this Invitation for Bids to the responsible bidder(s) who best matches the needs of ACS. ACS reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Award of this bid may be in whole or in part as deemed to be in the best interest of ACS. All projects are awarded contingent upon funding. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 120 days.

BID INVITATION AND GENERAL CONDITIONS

- A. Sealed bid responses for furnishing the items and quantities listed in the attached specifications are hereby being requested from your company. You are asked to return the bid form page(s) with your response.
- B. All bids or proposals are sealed and delivered to:

Tammy Davidson
1126 S. Park Street
Asheboro, NC 27203

Deliver bids on or before Thursday, June 23, 2022 at 2:00 PM, and will be opened and read in an open session at said place, hour and date. The envelope containing the bid should be marked on the outside "SEALED BID – BAND UNIFORMS". All bids received after the hour and/or date established above will be returned to the sender unopened.

DEVIATIONS FROM SPECIFICATIONS

- A. Any deviation from these specifications must be documented on the enclosed deviation form. It is the intent of the school for the uniform to be manufactured strictly adhering to these construction and design specifications and deviations are not expected. If deviations are not documented fully, the bidder may be disqualified.
- B. It is the intention of the buyer to offer equal opportunity to all bidders. The use of company names when referring to styles are for descriptive purposes only and are not intended to be restrictive. Materials and items referred to in these specifications are available to all firms.

BUYER'S RIGHTS

The buyer reserves the right to award the contract to the Bidder offering the best value, and not necessarily to the firm bidding the lowest price. The reputation of the manufacturer and representative, over-all appearance, style and fit of the uniform, quality of trims and accessories, plus special features a particular manufacturer may have that make the uniform more practical or serviceable will be major factors in awarding the contract. Right is reserved by the Buyer to accept or reject any or all proposals, and waive informalities.

SAMPLE REQUIREMENTS (EXACT)

- A. All bidders must submit an exact sample uniform together with their proposals. This sample uniform must be in the same color as the uniform proposed; it should reflect the exact style, and must reflect the tailoring details as would be found in the uniform being proposed, and of the uniform which would be furnished if awarded the Contract by the Buyer. Where special construction features are specified, these must be furnished with the bid showing the manufacturer's version of the feature. All major items being proposed must have a sample presented for comparison. It is to be completely understood that it is the intent of the Buyer to have all items examined carefully and compared by persons conversant with quality for evaluation of internal components.
- B. All bidders must submit liberal sized swatches of the materials to be used in the final product in the color and mill-weight as listed in the Uniform Specifications.

AREA REPRESENTATIVE

Bidder must agree to provide a factory-trained representative to handle all details of the order. Said representative will be responsible for designing, measuring and servicing the order throughout the initial purchase and on a continuing basis. Bidders must list name, address and telephone number of the representative in their response.

CUSTOMER INSTRUCTION MANUAL

The successful bidder will supply a booklet containing a printout showing each uniform in sequence from smallest size to largest. The printout will indicate wearer identification number, original wearer and key measurements of uniform, i.e. height, weight, hat, chest, waist and outseam. The successful bidder will also supply recommended dry cleaning instructions for the uniforms and all accessory items; specifying precise details on care and cleaning that are to be utilized in future upkeep and maintenance of the items in this bid.

SHIPPING

Each uniform is to be thoroughly inspected before shipment. Imperfections shall be corrected before the uniforms are shipped. Uniforms are to be shipped complete with hangers (plastic) in containers. Each wardrobe container shall be marked on exterior to indicate the wearer number of each uniform enclosed. The uniforms will be ready to wear without cleaning or pressing. In the case of damaged shipment, it shall be the responsibility of the receiver to make an appropriate written notice when signing the carrier documents. The receiver shall inventory the damage and advise the uniform manufacturer in detail. Accessories such as sashes, drops, etc., as well as trousers, will be bulk packed unless otherwise specified.

FABRIC SPECIFICATIONS

Dacron/Wool blend fabrics must be cold water and alcohol sponged, decated and inspected. The Certification of Proof of Sponging provided with this proposal should be completed and returned with your bid. Since this process is critical in the avoidance of excessive shrinkage, failure to submit this certification in writing will be cause for disqualification of the bidder.

Examine all specifications carefully. It is the intent of the buyer to audit each sample for strict compliance to the specifications. These specifications encompass methods and materials yielding only the highest quality garment, through specifying only the highest quality materials, components, accouterments and designate only time-proven tailoring of the highest standard. Make note that some methods and materials have been judged inferior and unacceptable and are so noted herein. These standards are so stated to insure a garment having a functional lifetime retention period of at least 8 to 10 years, with normal care and maintenance being exercised.

A. **WOOLEN MATERIALS:** Mill and Mill-Weight are listed in the Uniform Specifications with required shades. When specified, this refers to Premium Quality 100% all wool fine wale whipcord:

1. Having been specially treated with the exclusive double dyeing process using CHROME BOTTOM DYES, applied in the most effective manner known, insuring color consistency in lot after lot.
2. London cold-water sponged and live steam shrunk, meeting United States Standard Shrinkage Specifications of not more than 1%.

3. Treated with water-repellent finish by the immersion method, thus imparting water repellency by yielding to not less than a 100-spray rating, and insuring additional resistance to wear by abrasion. Spraying treatment not acceptable.
4. Treated with nationally known and recognized process insuring COMPLETE GUARANTEE against moth or silverfish damage. This process must be applied by the immersion method and no spray-on treatments will be acceptable.

B. DACRON-WOOL MATERIALS: Mill, Mill-Weight and specific shades are found in the Uniform Specifications. This material, when specified, refers to material containing 55% Dacron Polyester and 45% Wool. As with all woolen materials, this will be first quality with no flaws or imperfections allowed. This material must be finished with S.E.T. or Zepel scientifically engineered Crease Retention and Stain Resistant treatments, thus protecting the material against both oil and water-based stains, as well as assuring the best possible crease retention. The material is to be permanently moth-proofed and guaranteed in the same manner as the all-wool material above. Water repellency to be insured by proper treatment.

C. POLYESTER MATERIALS: Specific shades are found in the Uniform Specifications and as with all-wool and dacron wool materials, will be first quality with no flaws or imperfections. The material is, by its nature, a water and stain repellent fabric, thus eliminating the need for a special treatment. Because there is no wool content, moth-proofing this fabric is not necessary.

IMPORTANT: ALL BIDDERS are to submit, along with their bids, a certificate stating that the fabrics used in the manufacture of the uniforms will be exact materials called for in the specifications and will be FIRST QUALITY. This certificate must be signed by an official of the Company. BIDDERS NOT FURNISHING THIS CERTIFICATE WILL BE DISQUALIFIED. NO FABRIC DEVIATIONS ACCEPTABLE.

DEVIATION FORM

NOTE: The Buyer will not accept the general statement:

“ALL UNIFORMS WILL BE CONSTRUCTED USING OUR STANDARD
MANUFACTURING PROCEDURES WHICH ARE EQUAL TO, IF NOT BETTER
THAN THOSE CALLED FOR IN THE SPECIFICATIONS.”

Any, and all, deviations in construction **MUST** be documented below. Any bid submitted without the detailed deviation documentation will be rejected.

Does your uniform deviate from attached specifications?

YES

NO

If yes, indicate below any and all deviations from the specifications:

BID FORM

TO: Asheboro City Schools

ATTN:

We have reviewed the attached specifications and unless deviations are listed, will supply uniforms and accessories, as specified.

Quantity	Item	Unit Price	Extended Price
170	Shako Hats		
170	Plumes		
170	Coats		
170	Jumpsuits		
170	Shako Mate Hat Boxes		
4	Shoulder Drapes		
	TOTAL		

2.0 Information for Responders

2.1 Purpose

All proposals and responses received shall be treated as offers to contract. In an effort to expedite the procurement process, Appendix A contains the Requestor's Contractual Terms and Conditions.

2.2 Communications

All communications between Responder and Requestor shall be through the Requestor's RFP contact (as listed on the cover of this RFP) and no other Requestor's employees or consultants. No negotiations, decisions, or actions shall be executed by any Responder as a result of any oral discussions with any Requestor's employees or consultants. General, non-technical questions will be accepted until the RFP submission deadline.

2.3 Scope of Response

Responder should include all hardware and software necessary to meet the requirements. **ALL PRODUCTS AND SERVICES OFFERED MUST BE LATEST DESIGN AND TECHNOLOGY AND MOST CURRENT SERVICE LINES.** All items offered must be new. Used and/or refurbished items are not acceptable for new purchases.

2.4 Required Content and Format of Response

Elaborate proposals in the form of brochures or other presentation materials beyond that necessary to present a complete, concise and effective proposal are not desired. The response shall have the following sections:

Letter of Transmittal

The response must be accompanied by a Letter of Transmittal and shall include the following information:

- A. Identify the submitting organization;
- B. Identify the name, title, telephone and fax number, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- C. Identify the name, title, telephone and fax number, and e-mail address of the person authorized to negotiate the contract on behalf of the organization
- D. Identify the names, titles, telephone and fax number, and e-mail address of the person to be contacted for clarification; and
- E. Acknowledgement of receipt of any and all amendments to this RFP.
- F. Hand-signed in ink by either:
 - a. A current corporate officer, partnership member, or other individuals specifically authorized to submit a response as reflected in the appropriate records on file with the North Carolina Secretary of State; or

- b. An individual authorized to legally bind the Respondent as reflected by a corporate resolution, certificate or affidavit; or
- c. An individual with other documents indicating authority which are acceptable to the Requestor.

Section 1 – Technical Response

Provide the narrative of the proposed solution. Clearly state understanding of the business problem presented by this RFP and the response to mandatory and desired technical specifications in the exact order in which the performance criteria is presented in the RFP. The Responder should offer a complete listing of all Manufacturer Maintenance Plans available, by product category, to include but not necessarily be limited to: drop shipped advanced replacements of parts, software patches and revisions issued to resolve known defects or vulnerabilities, access to online and live body technical assistance, advanced replacement of parts which requires installation/software configuration support to facilitate replacement. The Responder may offer different discounts for manufacturer maintenance plans by product categories offered.

Section 2 – Proposal Cost

- A. Provide, in table format, a list of materials and services, quantity, list price, discounts, one-time costs or hourly rate, annual recurring costs, final cost. All response costs must be itemized.
- B. Provide a copy of the current warranty for each type of equipment and or service proposed.
- C. Provide an hourly rate schedule for any consultative, installation, configuration, or support services.

Section 3 –Background and Financials

- A. Provide a detailed description of Responder's firm, including all of the following:
 - a. Full name, Federal Tax Identification number, address, and telephone number of the organization.
 - b. Date established, state of incorporation (if applicable), and ownership.
 - c. Background of the organization.
 - d. Number of full-time employees as of January 1st for the last three years, or for the duration the firm has been in business, whichever is less.
- B. Provide evidence of financial stability, excluding tax returns and compiled statements. The Responder should provide a Comprehensive Report from Dun and Bradstreet, stating the financial condition and credit rating of the company. If unable to provide a Dun and Bradstreet report, the following may be substituted:
 - a. For a publicly traded company, Financial Statements for the past three (3) fiscal years must be submitted, including at a minimum, income statements, balance sheets, and statements of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one

year. If three (3) years of statements are not available, Responder must explain the reasons why they are not available.

- b. For a privately held company, when certified audited financial statements are not prepared, a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition must be submitted. Alternatively, Responders may submit opinions of Certified Public Accountants, together with opinions of counsel for the past three (3) fiscal years.

Section 4 – References

This section shall include information on the Responder's organization, experience, and skills regarding the Responder's track record, reputation, and past performance that indicates the capabilities for the successful completion of this work. Responder must provide three (3) references of similar projects that are similar in scope indicating the Responder's capabilities to do this work with project descriptions, cost and other pertinent information, including contact information telephone numbers and email addresses. The Responder should provide links to the work described in the references.

Section 5 – Miscellaneous Documents

A. Conflict of Interest Statement

A Letter of Authorization from the manufacturer, on letterhead and signed by appropriate representative of the manufacturer, certifying the Respondent is an authorized manufacturer's representative and that an agreement exists between the Responder and manufacturer to supply the products specified in the response. This letter must reference this specific RFP by title.

B. Conflict of Interest Statement

- a. Provide a statement verifying that no assistance in preparing the response was received from any current or former employee of the Requestor whose duties relate(d) to this RFP, unless such assistance was provided by the employee in his or her official capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP; and
 - b. State if any employee of the Responder is related by blood or marriage to a Requestor employee or resides with a Requestor employee. If there are such relationships, list the names and relationships, positions and responsibilities of said parties.
- C. Errata and Exceptions**

Any errata or exceptions must be stated, with references to the corresponding terms or provisions of the RFP.

2.5 Alternative Responses

Responders are welcome to submit Alternative Responses that may provide a substantially different solution to the stated business need or offer alternative options. Alternative Responses must accompany an original response and be clearly marked as "Alternative Response".

2.6 Changes, Addenda, Withdrawals

Responders shall submit all changes or addenda to submitted proposals in writing, signed in original ink by an official representative of the Responder, with clear cross-referencing of relevant section(s), in a sealed envelope prior to the RFP deadline. Responders may withdraw their response by providing written notice to the RFP response address.

2.7 Delivery Instructions

Three (3) copies in hard copy format, as well as an electronic version, in PDF format, on a CD or USB Flash memory labeled with the Responder's name, RFP title and description, and RFP date, shall be submitted before the posted deadline.

Sealed responses shall be delivered to the address as specified in the cover letter of this RFP before the posted deadline. Late submissions will not be accepted or opened and will be destroyed.

Appendix A: Contractual Terms and Conditions

1. **BEST VALUE.** Any contract resulting from this Request for Proposals shall be awarded to the Responder that submits the best overall proposal as determined by the Requestor in accordance with N.C.G.S. 143-129.8. The Requestor may negotiate with any Responder(s) in order to obtain a final contract that best meets the needs of the Requestor.
2. **VOLUNTARY.** All submissions by Responder are voluntary and become the property of the Requestor who is under no obligation to return or pay for the creation, development, or delivery of any of the material submitted by the Responder as a result of this RFP.
3. **RIGHTS RESERVED.** The Requester reserves the right to waive any formality; amend the solicitation; cancel or terminate this RFP; to reject any or all of the proposals submitted, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; noncompliance with the requirements or intent of this solicitation; waive any undesirable, inconsequential, or inconsistent provisions of this document which would not have significant impact on any proposal; if the response to this solicitation demonstrates a lack of competition, negotiate directly with one or more Responders; not award, or if awarded, terminate any contract if the Requestor determines adequate funds are not available; or any other determination that rejection would be in the best interest of the Requestor.
4. **NON-EXCLUSIVE CONTRACT.** This contract is non-exclusive and shall not in any way preclude the Requestor from entering into any similar contracts and/or arrangements with other Responders or from acquiring similar equal or like goods and/or service from other entities or sources.
5. **ASSIGNMENT.** The Responder shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous written consent of the Requestor.

The Requestor reserves the right to declare the Responder in default and terminate the contract for cause.

Responder shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Responder shall affirm that the assignee is fully capable of performing all obligations of Responder under this Contract. An assignment may be made, if at all, in writing by the Responder and Assignee setting forth the foregoing obligation of Responder and Assignee.

6. **INSURANCE COVERAGE.** Providing and maintaining adequate insurance coverage described herein is a material obligation of the Responder 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 Responder 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 Responder shall not be interpreted as limiting the Responder's liability and obligations under the Contract. The Responder(s) shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Comprehensive General Liability, Comprehensive Automobile Liability, and Workers Compensation in the following amounts and types:
 - a. Comprehensive General Liability – Responder(s) to supply the Requestor with original certificates of General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
 - b. Comprehensive Automobile Liability – Responder(s) to supply the Requestor original certificates of insurance, to include liability coverage, covering all owned, hired and no owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
 - c. Workers' Compensation/Employers Liability Insurance - The Responder(s) shall furnish the Requestor with original certificates showing that all its employees who are engaged in any work under this Contract are protected under Worker's Compensation insurance policies with a limit no less than the minimum required by North Carolina state statutes. If any work is sublet, the Responder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract.
7. **GENERAL INDEMNITY.** The Responder shall hold and save the Requestor, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, 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. The foregoing indemnification and defense by the Responder shall be conditioned upon the following:
 - a. The Requestor shall give Responder written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and

- b. The Responder shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Requestor shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

8. INVOICE. Orders shall be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be submitted by the Responder upon presentation of properly executed invoice after goods have been received, inspected and accepted. Invoices shall be paid within 60 days or receipt of properly executed invoice, or receipt of goods, whichever is later.

PAYMENTS SHALL BE PAID TO RESPONDER(S) AT ADDRESS AS SHOWN ON THE PURCHASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED.

9. FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT. Student educational records are subject to 20 U.S.C. 1232g, Family Rights and Privacy Act (FERPA) and may not be disclosed except in very limited circumstances. The contractor shall ensure that every employee responsible for carrying out the terms of this contract is aware of the confidentiality requirements of federal law. In addition, every such employee must sign a confidentiality acknowledgement that indicates that he or she understands the legal requirements for confidentiality. The contractor is responsible for the actions of its employee and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information shall be limited to those employees who must have access to it in order to perform their responsibilities pursuant to this contract.
10. DEBARMENT. If any of the services rendered under this contract are to be paid with federal funds, the contractor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.
11. WARRANTIES: Responder shall assign all applicable third-party warranties for Deliverables to the Requestor.
12. PERSONNEL: Responder shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Requestor's Contract Administrator. Any desired substitution shall be noticed to the Requestor's Contract Administrator accompanied by the names and references of Responder's recommended substitute personnel. The Requestor will approve or disapprove the requested substitution in a timely manner. The Requestor may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Requestor may request acceptable substitute personnel or terminate the contract services provided by such personnel.
13. SUBCONTRACTING: The Responder may subcontract the performance of required services with other Responders or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Responder shall provide the Requestor with complete copies of any agreements made by and between Responder and all subcontractors. The selected Responder remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Responder. Any contracts made by the Responder with a

subcontractor shall include an affirmative statement that the Requestor is an intended third-party beneficiary of the contract; that the subcontractor has no agreement with the Requestor; and that the Requestor shall be indemnified by the Responder for any claim presented by the subcontractor. Notwithstanding any other term herein, Responder shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

14. **RESPONDER'S REPRESENTATION:** Responder warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Responder agrees that it will not enter any agreement with a third party that might abridge any rights of the Requestor under this Contract. Responder will serve as the prime Responder under this Contract. Should the Requestor approve any subcontractor(s), the Responder shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third-party Responders or subcontractors of Responder may appear for purposes of convenience in Contract documents; and shall not limit Responder's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Responder. Responder will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
15. **REGISTERED SEX OFFENDERS:** Responder acknowledges that Requestor's "Registered Sex Offenders" policy prohibits anyone registered or required to register as a sex offender from being present on any Requestor property for any reason, whether before, during or after school hours, or on or off of Requestor's property. Responder expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from Requestor's property by Requestor and/or law enforcement officials and may also be subject to criminal prosecution. If Responder, any of Responder's employees, or any of Responder's subcontractors or employees of subcontractors will have any direct interaction with students, then Responder or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on Requestor property.
16. **TRAVEL EXPENSES:** If expressly authorized in the contract Responder may be reimbursed for travel expenses arising under the performance of this Contract at the rates set forth in GS §138-6; as amended from time to time. Responder agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Responder incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the Requestor within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the Requestor. The Requestor will reimburse travel allowances only for days on which the Responder is required to be in North Carolina performing services under this Contract.
17. **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Responder shall provide written notification of the necessary alteration(s) to the Requestor Contract Administrator. The Requestor reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The Requestor may advise Responder of any restrictions or changes in specifications required

by North Carolina legislation, rule or regulatory authority that require compliance by the Requestor. In such event, Responder shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the Requestor, the Requestor may terminate this Contract and compensate Responder for sums due under the Contract.

18. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Responder warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Requestor for the purpose of obtaining any contract or award issued by the Requestor. Responder further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any contract by the Requestor, except as shall have been expressly communicated to the Requestor's Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Responder and their authorized signatory further warrant that no officer or employee of the Requestor has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the Requestor of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Responder(s) as permitted by 9 NCAC 06B.1009(f), 06B.1030, or other provision of law.
19. **AVAILABILITY OF FUNDS:** Any and all payments to Responder are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Requestor for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Requestor's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years, subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds from which payment can be made for the purposes set forth in the Contract. If funds to effect payment are not available, the Requestor will provide written notification to Responder. If the Contract is terminated under this paragraph, Responder agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any services supplied to the Requestor under this Contract, and relieve the Requestor of any further obligation thereof. The Requestor shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
20. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Requestor. The Requestor is responsible for all payments under the Contract.
21. **ACCEPTANCE CRITERIA:** In the event acceptance of Deliverables is not described in additional Contract documents, the Requestor shall have the obligation to notify Responder, in writing ten calendar days following installation of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the Requestor shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of

all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the Requestor may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Responder fails to promptly cure the defect or replace the Deliverables, the Requestor reserves the right to cancel the Purchase Order, contract with a different Responder, and to invoice the original Responder for any differential in price over the original Contract price. When Deliverables are rejected, the Responder must remove the rejected Deliverables from the premises of the Requestor within seven (7) calendar days of notification, unless otherwise agreed by the Requestor. Rejected items may be regarded as abandoned if not removed by Responder as provided herein.

22. **EQUAL EMPLOYMENT OPPORTUNITY:** Responder shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
23. **INSPECTION AT RESPONDER'S SITE:** The Requestor reserves the right to inspect, during Responder's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Responder prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.
24. **ADVERTISING / PRESS RELEASE:** The Responder absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the Requestor.
25. **CONFIDENTIALITY:** All responses to this RFP become a matter of public record at the time of award. In accordance with 9 NCAC 06B.0207 and 06B.1001 and to promote maximum competition in the competitive bidding process, the Requestor may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Responder may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Responder warrants that it has formed a good faith opinion that, having received such necessary or proper review by counsel and other knowledgeable advisors, the portions marked confidential meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. The Requestor may serve as custodian of Responder's confidential information and not as an arbiter of claims against Responder's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the Requestor to disclose information marked confidential, the Responder agrees that it will intervene in the action through its counsel and participate in defending the Requestor, including any public official(s) or public employee(s). The Responder agrees that it shall hold the Requestor and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the Requestor in the action. The Requestor agrees to promptly notify the

Responder in writing of any action seeking to compel the disclosure of Responder's confidential information. The Requestor shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The Requestor shall have no liability to Responder with respect to the disclosure of Responder's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law. If an entire response is marked confidential or trade secret, it will be disqualified from consideration.

26. **CARE OF INFORMATION:** Responder agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the Requestor during performance of any contractual obligation from loss, destruction or erasure. Responder warrants that all its employees and any approved third-party Responders or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Responder will, upon request of the Requestor, verify and produce true copies of any such agreements. Production of such agreements by Responder may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Responder produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The Requestor may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the Requestor for Responder's execution. The Requestor may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Requestor pursuant to future statutory or regulatory requirements.
27. **NONDISCLOSURE:** Responder agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the Requestor.
28. **DELIVERABLES:** Deliverables, as used herein, shall comprise all project materials, including goods, software licenses, data, and documentation created during the performance or provision of services hereunder. Deliverables are the property of the Requestor. Proprietary Responder materials licensed to the Requestor shall be identified to the Requestor by Responder prior to use or provision of services hereunder and shall remain the property of the Responder. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed non exclusively to the Requestor, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.
29. **LATE DELIVERY, BACK ORDER:** Responder shall advise the Requestor's contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Responder shall state the projected delivery time and date. In the event the delay projected by Responder is unsatisfactory, the Requestor shall so advise Responder and may proceed to procure substitute Deliverables or services.

30. PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

- a. Responder has created, acquired or otherwise has rights in, and may, in connection with the performance of services for the Requestor, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general-purpose consulting and software tools, utilities and routines (collectively, the “Responder Technology”). To the extent that any Responder Technology is contained in any of the Deliverables including any derivative works, the Responder hereby grants the Requestor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Responder Technology in connection with the Deliverables for the Requestor’s purposes.
- b. Responder shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the Requestor to Responder. The Requestor hereby grants Responder a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Responder’s internal use to non-confidential Deliverables first originated and prepared by the Responder for delivery to the Requestor.
- c. The Responder, at its own expense, shall defend any action brought against the Requestor to the extent that such action is based upon a claim that the services or Deliverables supplied by the Responder, or the operation of such Deliverables pursuant to a current version of Responder supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Responder shall pay those costs and damages finally awarded against the Requestor in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the Responder shall be notified within a reasonable time in writing by the Requestor of any such claim; and,
 - ii. That the Responder shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the Requestor shall have the option to participate in such action at its own expense.
- d. Should any services or software supplied by Responder, or the operation thereof become, or in the Responder’s opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the Requestor shall permit the Responder, at its option and expense, either to procure for the Requestor the right to continue using the goods/hardware or software, or to replace or modify the same to become non infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the Requestor shall be prevented by injunction, the Responder agrees to take back such goods/hardware or software, and refund any sums the Requestor has paid Responder less any reasonable amount for use or damage and make every reasonable effort to assist the Requestor in procuring substitute Deliverables. If, in the sole opinion of the Requestor, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Responder under this Contract impractical, the Requestor shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Responder agrees to take

back such Deliverables and refund any sums the Requestor has paid Responder less any reasonable amount for use or damage.

- e. Responder will not be required to defend or indemnify the Requestor if any claim by a third party against the Requestor for infringement or misappropriation (i) results from the Requestor's alteration of any Responder-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f. Nothing stated herein, however, shall affect Responder's ownership in or rights to its pre existing intellectual property and proprietary rights.

31. **ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C. General Statute 147-64.7, the Requestor, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Responder insofar as they relate to transactions with any department, board, officer, commission, institution, or other Agency or political subdivision of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Responder shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency or political subdivision, if in the Agency's or political subdivision's opinion, such requirement is imposed by federal or state law or regulation (e.g. "E-Rate" is five (5) years after the completion of the contract).
32. **DISPUTE RESOLUTION:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Responder shall be submitted in writing to the Requestor's Contract Administrator for decision. A claim by the Requestor shall be submitted in writing to the Responder's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
33. **DEFAULT:** In the event any Deliverable furnished by the Responder during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by the Requestor and if the failure is not cured within ten (10) days, or Responder fails to meet the requirements of ACCEPTANCE CRITERIA herein, the Requestor may cancel and procure the articles or services from other sources; holding Responder liable for any excess costs occasioned thereby, subject only to the limitations provided in "LIMITATION OF RESPONDER'S LIABILITY" and "RESPONDER'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY" and the obligation to informally resolve disputes as provided in "DISPUTE RESOLUTION" of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. The Requestor reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1031 from the Responder without expense to the Requestor. The rights and remedies of the Requestor provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

If Responder fails to deliver Deliverables within the time required by this Contract, the Requestor may provide written notice of said failure to Responder, and by such notice require payment of a penalty.

Should the Requestor fail to perform any of its obligations upon which Responder's performance is conditioned, Responder shall not be in default for any delay, cost increase or other consequences due to the Requestor's failure. Responder will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Responder's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the Requestor shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

Responder shall provide a plan to cure any default if requested by the Requestor. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Responder may deem necessary or proper to provide.

34. **WAIVER OF DEFAULT:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Requestor and the Responder, and made as an amendment to this Contract pursuant to Paragraph "CHANGES" herein below.
35. **TERMINATION:** Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated. The parties may mutually terminate this Contract by written agreement at any time. The Requestor may terminate this Contract, in whole or in part, pursuant to Paragraph "DEFAULT", or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - a. **TERMINATION FOR CAUSE:** In the event any goods, software, or service furnished by the Responder during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Responder, the Requestor may cancel and procure the articles or services from other sources; holding Responder liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs "LIMITATION OF RESPONDER'S LIABILITY" and "RESPONDER'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY" herein. The rights and remedies of the Requestor provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Responder shall not be relieved of liability to the Requestor for damages sustained by the Requestor arising from Responder's breach of this Contract; and the Requestor may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Responder shall be cause for termination.
 - b. **TERMINATION FOR CONVENIENCE WITHOUT CAUSE:** The Requestor may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Responder. Responder shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the

Contract is terminated for the convenience of the Requestor, the Requestor will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

36. **LIMITATION OF RESPONDER'S LIABILITY:** a. Where Deliverables are under the Requestor's exclusive management and control, the Responder shall not be liable for direct damages caused by the Requestor's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the Requestor's intended use of the Deliverables. b. The Responder's liability for damages to the Requestor for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract. c. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Responder's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.
37. **RESPONDER'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a. The Responder shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the Requestor, employees of the Requestor, persons designated by the Requestor for training, or person(s) other than agents or employees of the Responder, designated by the Requestor for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Responder's site or at the Requestor's place of business, provided that the injury or damage was caused by the fault or negligence of the Responder.
 - b. The Responder agrees to indemnify, defend and hold the Requestor and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, 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, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Responder, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.
 - c. Responder shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Responder, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Responder's goods.
38. **CHANGES:** This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Responder are hereby rejected unless accepted in writing by the Requestor. The Requestor shall not be responsible for Deliverables or services delivered without a purchase order from the Requestor.

39. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Contract.
40. **INDEPENDENT CONTRACTORS:** Responder and its employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the Requestor. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.
41. **TRANSPORTATION:** Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Requestor. In cases where parties, other than the Responder ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
42. **NOTICES:** Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
43. **TITLES AND HEADINGS:** Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
44. **AMENDMENT:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the Requestor and Responder.
45. **TAXES:** The Requestor is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Responder or for any taxes levied on employee wages. Agencies or political subdivisions of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Responder by Agencies or political subdivision, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.
46. **GOVERNING LAWS, JURISDICTION, AND VENUE:**
 - a. This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Randolph County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Responder agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Randolph County shall be the proper venue for all matters.
 - b. Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

47. **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.
48. **COMPLIANCE WITH LAWS:** The Responder shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.