

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. DEFAULT AND PERFORMANCE BOND: In case of default by the contractor, Western Carolina University (WCU) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCU reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCU.

The contractor shall be in default, if its Certification submitted for a price \_\_\_\_\_-matching preference under Executive Order #50 and G.S. § 143-59 was false and/or contained materially misleading or inaccurate information, and/or contractor failed to provide information and documentation requested by the State to substantiate contractor's Certification.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State. The State may take action against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties)..

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. WCU reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. AVAILABILITY OF FUNDS:

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