

Detailed Review After Receipt of Vendor Responses	
(X-No / √- Yes)	I. Vendor Qualification and Preferences
	Has contractor submitted a statement disclosing whether any contract services will be performed outside the United States per G.S. §143-59.4
(X-No / √- Yes)	II. Final Contract Should Accomplish Intended Purposes:
	Has the Agency/Institution provided a detailed description of the supplies, materials, printing, equipment or contractual services sought and the desired results to be obtained through the term contract?
	Does proposed contractor's bid or proposal offer the supplies, materials, printing, equipment or services requested?
	Is the purpose of the contract identified and accurate? Do recitals clearly identify the purpose of the contract?
(X-No / √- Yes)	III. Proper Legal Form, Enforceability and Required Clauses
	Has the state agency taken all action and/or obtained all approvals necessary to complete transaction?
	Is the Contractor registered with the North Carolina Secretary of State's Office? *Check Contractor's NCSOS filings on-line, the SOS of the State of Contractor's residence and/or internet searches to verify the identity/legal existence of the Contractor.
	Is Contractor eligible to submit bid or proposal under G.S. §143-59.1 (Ineligible Vendors)?
	Has Contractor submitted the certification required by G.S. §143-59.1?
	Does the signature page include the proper parties, party names, signature block and notary?
(X-No / √- Yes)	Addenda
	Was any addendum required to be returned and executed by Contractor?
	Did proposed contractor's bid or proposal include all addenda that were required to be signed and returned?
(X-No / √- Yes)	Debarments
	<ul style="list-style-type: none"> • Has Contractor's name been checked against the State of North Carolina's Debarment list? • Have the names of the owners, officers, and/or principals been checked against the State's debarment list (i.e., some owners of debarred businesses will create new entities to get around the debarment)?
	If vendor is not a resident of North Carolina, has Contractor's name been checked against the debarment lists of the state vendor was incorporated in and/or the state of the Contractor's principal place of business/corporate headquarters?
	Has Contractor's name been checked against the federal debarment list?
	Have the names of all identified subcontractors in the Contractor's bid or proposal been checked against the state and federal debarment lists?

(X-No /√- Yes)	Bid Tabulation
	Was a Bid Tabulation Prepared pursuant to N.C. Gen. Stat. §143-52? If no bid tabulation was posted, did an exception apply (complex procurement, numerous line items, etc.)? Explain exception and indicate whether exception was documented in procurement file:
(X-No /√- Yes)	Insurance Coverage
	Does RFP or IFB include standard N.C. General Contract Terms & Conditions for Insurance?
	Did contractor's bid or proposal offer the required insurance coverage?
(X-No /√- Yes)	General Contract Provisions
	Does the contract contain a clause noting that the State Auditor & internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees and performance?
	Does the contract have a clause making payment subject to the appropriation, allocation or availability of funds?
(X-No /√- Yes)	Integrity of Procurement Process
	Does the contract contain a Prohibition on Gifts clause per Executive Order 24 and G.S. §133-32?
(X-No /√- Yes)	Prohibited Clauses or Clauses to Avoid
	Does Contractor attempted to obtain any ownership interest, title, copyright and/or patent in any intellectual property, deliverable, and/or property the Contractor is to deliver to the using agency?
	Is there an arbitration clause and/or mandatory mediation clause in the proposed contract?
	Does proposed contract attempt to limit the Contractor's liability for damages due to breach of contract (e.g., using agency's recovery is limited to the amounts paid the contractor), tort claims, certain types of damages (consequential, punitive, lost profit, lost savings, lost income/revenue) and/or any other cause of action? If yes, does the procurement file reflect any negotiation of the limitation and any justification by the using agency in support of such a limitation?
	Does Contractor's bid or proposal include the right to assign the contract or parts of the scope of work?
	Does proposed contract attempt to include any confidentiality provision that attempts to negate and/or circumvent N.C. Public Records Laws?
	Does the contract require the State to indemnify the contractor? Unless there is statutorily authorized indemnification for a State contractor, the issuing and/or using agency cannot enter into any agreement that would bind the State to indemnify the contractor or its subcontractors.
(X-No /√- Yes)	Warranties
	Does the proposed contract require express warranties?

	Does proposed contract contain any disclaimers by the contractor of any express or implied warranties? If yes, does the procurement file reflect the using agency's consideration, negotiation, and/or justification for agreeing to the contractor's disclaimers?
	Is there a time limit within which a warranty claim must be brought? Is each limitation acceptable to using agency?
(X-No /√- Yes)	Faithful Performance, Default, Termination & Damages
	Does the contract require a deposit or retainage, and if so, is there a provision stipulating who holds the deposit, how or if it is applied to the purchase price, who retains any interest/income and how it is to be released?
	Does the proposed contract require the contractor to provide the using agency with a performance bond?
	In the event of default, what types of remedies are included in the contract (e.g., right to obtain the commodities from the next highest bidder or offeror and charge contractor for any increased prices, common law damages for breach of contract, liquidated damages, specific performance)?
	On what grounds can the using agency terminate the contract? Default and/or Convenience?
	On what grounds can the contractor terminate the contract? Nonpayment and/or Convenience?

Name and Title of Designated Reviewer: _____

Signature

Date

The above designated attorney certifies that that he or she has reviewed the proposed contract and is of the opinion that the proposed contract is in proper legal form, contains all clauses required by law, is legally enforceable, and appears to accomplish the agency's intended purposes.

If over \$5,000,000, additional review and certification by AG staff member:

Name and Title of Reviewer: _____

Signature

Date

The Attorney General's staff member concurs with the above attorney's opinion concerning the proposed contract.

If over \$15,000,000, additional review and certification by the Property Control Section or Transportation Section of the Attorney General's Office.

Name and Title of Reviewer: _____

Signature

Date

The PC/DOT Section of the Attorney General's Office concurs with the above opinion concerning the proposed contract.