

Solicitation (IFB, RFP, RFQ) No. _____

Bidder/Offeror: _____

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

STATE OF NORTH CAROLINA NC Department of Administration Division of Purchase and Contract	INVITATION FOR BIDS NO. 801441	
	Bids will be publicly opened: December 15, 2008	
	Contract Type: Statewide Term Contract	
Refer <u>ALL</u> Inquiries to: Mike Brendle As instructed herein	Commodity: Tires	
Email: tmike.brendle@doa.nc.gov	Using Agency Name: ***PURCHASE AND CONTRACT***	
(See Page 2 for mailing instructions.)	Agency Requisition No. TC 863A	
INTERNET ADDRESS: http://www.ncpandc.gov		

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (116 W. Jones St., Raleigh, NC) until **2 o'clock p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. . Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: _____ % _____ days (See Instructions to Bidders, Item 7)

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<p><u>FOR STATE USE ONLY</u></p> <p>Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of the Division of Purchase and Contract).</p>

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT</u>
BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET Room 4062 4 th Flr. RALEIGH NC 27603-8002

TABULATIONS: The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: < <http://www.ncpandc.gov>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: < <http://www.ncpandc.gov>.

ATTENTION: This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions.

The Terms and Conditions made a part of this solicitation contain new language necessary for implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at:
http://www.ncgov.com/eprocurement/asp/section/ep_index.asp

PAST DUE E-PROCUREMENT FEES-

If a vendor's E-procurement accounts currently has/have or has/have had a balance 91 days or more past due, such past due status shall be considered in the contract award process.

DEBARMENT CERTIFICATION:

By signing the execution page, bidder certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

CLARIFICATIONS AND QUESTIONS:

Bidder is to notify purchaser in writing by email to tmike.brendle@doa.nc.gov , at least 4 State business days before bid opening if bidder believes: 1) there may be an error in specifications, 2) if bidder is uncertain about the intent of a specific requirement/specification, terms and conditions including instructions to bidders or 3) if bidder has general questions. Questions submitted less than 4 days before the bid opening date may not be addressed. The State will prepare written responses to all written questions submitted and addenda to this IFB will be posted to the Interactive Purchasing System (IPS- <http://www.ncpandc.gov/> , click IPS bids, search by bid number), containing all questions and responses. Bidders supplying questions will not be identified in addenda, only the corresponding answers will be posted. Oral answers by any agent or representative of the State are not binding on the State. It is the bidders responsibility to review all addenda to this IFB and, if need be, sign and return addenda with the bidder's response.

RECYCLING: See section 10 of the Instructions to Bidders for more information.

SCOPE:

The scope of this contract is limited to tires as grouped herein. This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies. This contract has provisions for delivery of tires to the ordering agency location and/or the ordering agency may take vehicle to an authorized participating contract dealer for tire dismounting and mounting of new tire. Ordering agencies must use this contract for delivery of tires and for taking vehicle(s) to an authorized participating contract dealer within 15 miles from agency location. The contractor must honor contract pricing whether tires are delivered and/or if an ordering agency takes the vehicle to the authorized participating contract dealer regardless of mileage from user location. Where a vehicle manufacturer recommends a different brand/mfr than the one(s) listed in this contract the ordering agency will decide if they are exempt from using this contract. Successful vendor(s) shall be required to fill small orders from their stock. Minimum order is one tire.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

DURATION OF CONTRACT:

This contract is intended to cover the State's normal requirements of tires for the period from date of award or January 1, 2009 whichever is later for 36 months. This contract may extended at the option of the state for 3 months to allow time for a new contract to become effective.

CATALOG DATA PROVISIONS:

Refer to the paragraph entitled Electronic Procurement (Term Contracts Only) in the standard Terms and Conditions of this IFB. This information shall be provided by the contractor in the format specified by the Supplier Manager, or as otherwise provided in a template or format required by the State. This template is posted on the Internet at the following address: <http://www.state.nc.us/pandc/clogtemp.htm>

Contract: 863A Tires and Tubes

Contract Specialist: Mike Brendle (919) 807-4516
Supplier Manager: Aida Davis (919)424-1935

Product Groups:
Tires

Data Approach/Strategy:

- Load all line items in the catalog template
- Use the Category column in the data template (Column M "Category Extrinsic A") to capture categories. Categories are listed in the Contract.

Contract Specific Abbreviations:

Abbreviation	Full-wording
GP	Group
%	Percent
MSRP	Manufacture Suggested Retail Price

Product Group Definitions: Tires

Product Description Format:

	<i>Attribute name</i>	<i>Example</i>
Primary Descriptor	Product	Tire
Attribute 1	Type	Group 1/Pursuit /Passenger/ Light Truck/ Trailer
Attribute 3	Manufacturer/Brand	XYZ
Attribute 4	Pricing structure	Date of MSRP and % discount

Illustrative example of Item Description:

Tire, Group 1, Pursuit, XYZ, MSRP dated 11/01/2008-15%

Contract NIGP Codes and Usage:

- 863-05: Tires, Passenger Vehicles
- 863-07: Tires, Light Trucks
- 863-10: Tires, Medium Truck and Buses
- 863-15: Tires, Off-Road Equipment

CONTRACT VALUE:

The estimated value of this contract is approximately \$ 17,000,000 annually.

ABNORMAL QUANTITIES:

For purposes of this Invitation for Bids and any resulting contract award, any agency requirement that exceeds \$ 100,000 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- 1) Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- 2) Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- 3) A separate Invitation for Bids may be issued for the requirement

USE OF THIS BID DOCUMENT:

Bids must be submitted on the forms provided herein. Bids submitted in any other format may be subject to rejection. Bidders bidding multiple manufacturers should be sure to include the current price list and catalog for each manufacturer.

CONTRACT CHANGES:

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

SUBSTITUTIONS:

Substitutions are not permitted without prior written approval of this division. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

SALES REPORTS:

The contractor agrees to provide sales reports on a quarterly schedule, at the end of December, March, June, and September, the report being due no later than fifteen (15) days after the end of the quarter, to Mike Brendle at tmike.brendle@doa.nc.gov as an excel format attachment. Below is the format to be used;

GROUP NUMBER FROM BID DOCUMENT	TIRE DESCRIPTION	PRODUCT CODE	ORDERING AGENCY	QUANTITY	TOTAL DOLLARS

Pending orders are to be included. Failure to provide this sales data as instructed may result in vendor being removed from the contract and not receiving future awards. Contractor is to use same spreadsheet each time using the "tabs" at the bottom of the worksheet and identify the tab appropriately for the reporting periods. Note: The right is reserved for the contract administrator to require a sales report in this format at anytime during the contract period.

PRODUCT RECALL:

In submitting this bid, bidder expressly assumes full responsibility for prompt notification to the ordering agency and the contract administrator of any product recall in accordance with the applicable state or federal regulations.

VENDOR PERFORMANCE:

The performance of each contractor will be monitored and recorded as necessary over the duration of the contract with respect to satisfactory fulfillment of all contractual obligations. Such performance may include but is not necessarily limited to: delivery, condition of delivered goods, specification compliance of delivered goods, prompt and appropriate resolution of warranty claims, adequate servicing of contract in any and all aspects which the contract may call for, and prompt, complete and satisfactory resolution of any contractual discrepancies other than those resulting from Acts of God or from inadequate performance of the State or user. The record of such performance will be considered in the evaluation of future bids. Any bidder whose record identifies inadequate performance on a prior contract with the State, and who has not subsequently demonstrated to the State's complete and sole satisfaction that the causes (both indirect and direct) of

such inadequate performance have been removed, may be rejected on that basis and reported accordingly to the Board of Award.

WARRANTY: Manufacturer's standard warranty shall apply.

TAX: See section 14 of the INSTRUCTIONS TO BIDDERS for more information.

TIRE DISPOSAL FEE: Do not include in your bid prices, this must be listed as a separate line item on the invoice.

AWARD OF CONTRACT: In addition to bid prices, consideration will be given to other pertinent factors, such as, but not limited to, delivery offered, bidder's service capabilities (number of statewide locations for authorized participating contract dealers), compliance with specifications and bid requirements, warranty, breadth of line offered by group, distribution facilities, past performance (bidder and tires), tread depth, and bidder's overall qualifications. The State reserves the right to make a single award (per group or overall) or multiple awards (per group or overall), if it is determined by the State to be in it's best interest.

PRICE INFORMATION: Price information requested under "Examples" is to be completed by the bidder. These prices together with estimated yearly quantities will be used to determine low overall bidder for the group. No award will be made on individual tire size. Failure to complete information under "Examples" may result in rejection of your bid. The same manufacturer (mfr) must be used for all tires in a group, however, if offering multiple mfr's submit separate bids. The most current MSRP is to be used. NOTE: IN LIEU OF READING BID PRICES AT THE BID OPENING, THE RIGHT IS RESERVED TO PHOTOCOPY THE BID SHEETS AND DISTRIBUTE TO ATTENDEES.

BID SUBMITTAL: Bids are requested to be submitted as follows:

- 1) 3 ring note book, different sections for bid response and information,
- 2) authorized participating contract dealer listings (by county, city, address, contact names, phone numbers). Successful vendor(s) will be required to send this same listing electronically to the contract administrator within 2 business days after award notification. However, if dealer is receiving purchase orders, they must be registered in the NC E-procurement Service within 2 business days after award notification. During the contract period, any listing changes are to be immediately emailed to the contract administrator in the same format.
- 3) Copy of MSRP used in this bid
- 4) Literature for tires including warranty
- 5) **PRODUCT CERTIFICATION** on tires used primarily on school and activity buses for the transporting of school children to and from schools., bidders are required to offer only those tires that fully comply with all applicable safety standards and is designed and recommended for such application.

Each bidder is to submit with their bid proposal, a signed written statement, from the manufacturer of the tires offered certifying that the tires to be used for school and activity buses fully comply with all applicable safety standards and are designed and recommended for such application, Otherwise, their bid may be subject to rejection.

This same type certification may also be requested for other groups in the bid.

SPECIFIC CONTRACT TERMS AND CONDITIONS:

SERVICE CAPABILITIES:

1. The tires included herein will be used and ordered from various user locations throughout the entire state; therefore, it is necessary that bidders have the ability to make normal deliveries, to make emergency or overnight deliveries if necessary, to have competent personnel available to go into the field for trouble shooting purposes and to have statewide distribution. The State reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities in this regard.
2. Ordering agencies have the option to take vehicle to an authorized participating contract dealer for dismounting of tire(s) and mounting of new (Monday-Friday during normal business hours, excluding State observed holidays) All services and parts normally required to provide this service to the general public must also be provided to any user of this contract without extra charges.

Successful contractor will be required upon request by user, at no additional cost, to have qualified representative visit agencies and points of use to advise and assist in the application of good tire maintenance practices. List title, name, address and telephone number of trained service representative(s) who will be responsible for assisting the State in proper tire maintenance practices.

A.

B.

C.

3. In case where the manufacturer bids direct and lists distributor(s) with whom the order(s) is to be placed, it is preferred that the distributor do the invoicing.
4. Where applicable, the State has indicated in the examples the minimum tread depth/weight that will be acceptable.
5. All tires to be of current production and must carry all markings currently required by the federal government at time of shipment, and must be in compliance with all applicable State and Federal regulations.
6. The typical lug type design offered are to be the type commonly used on drive wheel positions, suitable for some service on unimproved roads, with good resistance to cuts, sidewall abrasions, and rock penetrations.
7. The typical type tread design (highway tread) offered is to be the type normally used on all wheel positions, to be used as a standard over the-road truck tire. Good wearing and good recapability are the desirable characteristics.

8. **DESCRIPTIVE LITERATURE AND PRICE LISTS:**

Each bidder should submit with the bid a complete set of the manufacturer's published literature which cover all models and/or styles offered herein. Altered, or unpublished, price lists/literature may subject your bid to rejection. Bidder is advised that literature, questionnaires, and other data submitted in response to a previous IFB or inquiry will not suffice for the above requirement nor for any other herein for information or questionnaire responses. The successful contractor shall furnish price lists, catalogs, and descriptive literature to any using agency upon request of the agency within 3 business days.

9. **SAFETY:** Factors which can be related to safety will be given special consideration insofar as feasible.
10. **EXAMPLES:** All information requested for the examples shown must be filled in by bidder. Manufacturer's literature or data sheets furnished must confirm information filled in by bidder. Failure to complete this part of the bid request or to furnish confirming documents, may result in rejection of the bid.
11. **PROPOSALS:** Proposals submitted are to be on a manufacturer(s) current price list less discount basis for each group offered. A space is provided herein for bidder to offer a single discount only for each group offered. This single discount by group shall be the same for all examples shown under each group and shall apply to all tires sizes available from the manufacture(s) that fall under this group description. Proposals shall be on a full line of tires representing the State's needs for each group offered.

12. Tires offered must be listed in the current manufacturer's regular published catalog and price list. No promotional, economy, special produced, unlisted and/or special listed tires will be acceptable. Bidders are urged to comply with this requirement in its entirety and offer only qualified products.
13. **CONTRACT PRICE ADJUSTMENTS:** See section number 23 of the NC General Terms and Conditions for More information. Successful vendor(s) must be able to submit new MSRP and State of NC pricing electronically.

SAMPLES: Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no charge for testing and evaluation prior to contract award. Testing and evaluation may take up to 4 months. Samples must be delivered to a Raleigh NC location within 5 business days after request is made by the State. Bids which do not comply with these requirements may be subject to rejection.

NOTES:

- 1) Successful vendor must provide a monthly listing of discontinued and replacement tires with MSRP and NC net unit pricing for replacement tires.
- 2) Defective tires must be picked up within 2 business days after notification or in the event of driving vehicle to authorized dealer must be replaced same day.
- 3) Quantities listed herein are estimated annual.
- 4) Tires listed in each group are examples of tires used by various agencies. It is not all inclusive.
- 5) For law enforcement tires, the right is reserved to test and evaluate tires prior to contract award. This may take up to 4 months. Tires to be delivered to the NC Highway Patrol Raleigh, NC at no charge.

LIQUIDATED DAMAGES:

Liquidated damages shall be assessed and deducted from invoice for failure to complete delivery by the guaranteed delivery date shown in the "delivery" time indicated by bidder for each group. If tires are not provided in the tire frame offered by the bidder, the ordering agency has the option of; 1) buying tires elsewhere and charging the vendor the difference in price (see Default and Performance Bond section of the NC General Terms and Conditions), 2) or deduct a penalty of 10% of each tire ordered from the total invoice amount.

QUESTIONNAIRE: All information requested on the following questionnaire must be furnished or bid may be subject to rejection.

This item will be manufactured in _____ (city, State, or country)

Manufacturer web site address: _____

Your company web site address: _____

Bidder must be the manufacturer or authorized participating contract dealer (indicate which) _____ If requested, can you provide written evidence within two business days? _____ yes/no

Will orders be placed with the manufacturer or the authorized participating contract dealers? _____ (which). If through authorized dealers, each dealer must be registered in the NC E-procurement Service within 2 business days after award notification.

How many authorized participating contract dealers will be on this contract? _____

RECYCLED CONTENT:

If the products offered herein contain any recycled content, indicate the material and content percentage:

Material _____ Percentage %: _____

If the packaging contains any recycled content, indicate here the material and content percentage:

Material _____ Percentage %: _____

REFERENCES: List below references (government agencies & companies) where your company has supplied equipment similar to that proposed: The State may contact these users to determine quality level of the offered product and vendor performance. Such information may be considered in the evaluation of the bid.

<u>SITE</u>	<u>DATE OF DELIVERY</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE #</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

GROUP 1: PURSUIT CAR TIRES

Certified pursuit tires, radial construction, regular tread, cord (nylon, rayon, or polyester), with fabric or steel belts, meeting at least min. service index rating. If more than one manufacture (mfr) is offered, give the requested information below for each.

MFR BRAND NAME	PRICE LIST IDENTIFICATION	COLUMN IDENTIFICATION	% DISCOUNT FROM MSRP-(offer only one and it shall be the same for all tires under this group)	TOTAL NUMBER OF TIRE SIZES OFFERED UNDER THIS CATEGORY

EXAMPLES:

Item no.	Est. Qty	Tire Size	TIRE SIZE OFFERED/PRODUCT CODE	CATALOG PAGE	PRICE PAGE	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC NET PRICE EACH	STATE OF NC NET PRICE (QTYxSTATE NET) TOTAL
1	1650	P225/70R15-SL-100V				11			
1-1	275	P225/60R16-SL-97V				11			
1-2	1465	P225/60R-SL-99V				11			
1-3	1223 5	P235/55R17-SL-98W				11			
1-4	630	P265/60R17-SL-108H				11			

GRAND TOTAL THIS GROUP \$ _____

CONTINUED NEXT PAGE-

GROUP 1: PURSUIT CAR TIRES-continued

NOTE: Pursuit tires offered in this category must have been tested and certified to meet all applicable safety and industry standards for a high speed patrol pursuit radial tire. Such certification is to accompany the bid proposal for each size tire offered; otherwise, the bid may be subject to rejection. Tires offered must be those regularly furnished by GM and Ford and be approved by them for police pursuit use. In addition, the State reserves the right to contact other state law enforcement agencies to determine the level of satisfaction with the performance of the pursuit tire offered and consider this information in the evaluation and decision before the award of the contract. Bidder's are to respond to the questions below. If a certified pursuit steel belted radial tire(s) is offered above, please respond regarding the compatibility of the tire(s) being used with a textile constructed tire under the following conditions:

- 1) Same axle (front and rear)? _____
- 2) Textile construction radial tire on front and steel belted on rear: vise versa: _____
- 3) List any other known impediment(s) in mixing certified pursuit radial tires: _____
- 4) Has there in the last 12 months been any recalls? ____yes/no. If yes, give details: _____ (attach a separate sheet if more space is required)

If using agency takes vehicle to an authorized participating contract dealer for new tire installation, indicate a price per tire to dismount old tire and mount new tire. This shall include all services, parts, accessories and labor necessary. It shall include but is not limited to, stems, spin balancing, weights, shop supplies, etc. Total price per tire \$ _____

NOTE: Do not include tire disposal fees herein. Refer to Tire Disposal Fee section on page 6 for more information.

DELIVERY: Delivery shall be within 3 business days unless otherwise indicated here _____ days.

GROUP 2: PASSENGER CAR TIRES

Passenger radial car tires, polyester cords, steel belts, blackwall, tubeless, "all season" tread design. If more than one manufacturer (mfr) is offered, give the requested information below for each

MFR BRAND NAME	PRICE LIST IDENTIFICATION	COLUMN IDENTIFICATION	% DISCOUNT FROM MSRP-(offer only one and it shall be the same for all tires under this group)	TOTAL NUMBER OF TIRE SIZES OFFERED UNDER THIS CATEGORY

EXAMPLES:

Item no.	Est. Qty	Tire Size	TIRE SIZE OFFERED/ PRODUCT CODE	CATALOG PAGE	PRICE PAGE	TREAD DEPTH 32/NDS (MIN)	LIST PRICE EACH	STATE OF NC NET PRICE EACH	STATE OF NC NET PRICE (QUANTITY x STATE NET)-TOTAL
2	75	P225/60R17-98S-SL				10			
2-1	2250	P215/60R16-94H-SL				10			
2-2	57	P205/60R15-90H-SL				10			
2-3	48	P205/60R16-91H-SL				10			
2-4	415	P215/70R15-97S-SL				11			

GRAND TOTAL THIS GROUP \$ _____

If using agency takes vehicle to an authorized participating contract dealer for new tire installation, indicate a price per tire to dismount old tire and mount new tire. This shall include all services, parts, accessories and labor necessary. It shall include but is not limited to, stems, spin balancing, weights, shop supplies, etc. Total price per tire \$ _____

NOTE: Do not include tire disposal fees herein. Refer to Tire Disposal Fee section on page 6 for more information.

DELIVERY: Delivery shall be within 3 business days unless otherwise indicated here _____ days.

GROUP 3: RADIAL LIGHT TRUCK TIRES

Radial Light truck tires, highway tread, full steel belted to include steel carcass and steel belts. All units priced must include flap unless tubeless is specified.

MFR BRAND NAME	PRICE LIST IDENTIFICATION	COLUMN IDENTIFICATION	% DISCOUNT FROM MSRP-(offer only one and it shall be the same for all tires under this group)	TOTAL NUMBER OF TIRE SIZES OFFERED UNDER THIS CATEGORY

EXAMPLES:

Item no.	Est. Qty	Tire Size	TIRE SIZE OFFERED/ PRODUCT CODE	CATALO PAGE	PRICE LIST PAGE	TREAD DEPTH 32/NDS (MIN)	LIST PRICE EACH	STATE OF NC NET PRICE EACH	STATE OF NC NET PRICE TOTAL (QTYxSTATE NET
3	710	LT215/85R16-10PR-TUBELESS				13			
3-1	223	LT225/75R16-8PR-TUBELESS				14			
3-2	145	LT235/85R16-10PR-TUBELESS				14			
3-3	58	P235/70R16-104T-TUBELESS				11			
3-4	278	LT235/75R15-8PR-TUBELESS				13			

GRAND TOTAL THIS GROUP \$ _____

DELIVERY: Delivery shall be within 3 business days unless otherwise indicated here _____ days.

If using agency takes vehicle to an authorized participating contract dealer for new tire installation, indicate a price per tire to dismount old tire and mount new tire. This shall include all services, parts, accessories and labor necessary. It shall include but is not limited to, stems, spin balancing, weights, shop supplies, etc. Total price per tire \$ _____

NOTE: Do not include tire disposal fees herein. Refer to Tire Disposal Fee section on page 6 for more information.

GROUP4: COMMERCIAL RADIAL LIGHT TRUCK TIRES

Light truck, commercial, highway tread design, full steel belted radial construction to include steel carcass and steel belts. All units priced must include flap unless tubeless is specified. If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR BRAND NAME	PRICE LIST IDENTIFICATION	COLUMN IDENTIFICATION	% DISCOUNT FROM MSRP-(offer only one and it shall be the same for all tires under this group)	TOTAL NUMBER OF TIRE SIZES OFFERED UNDER THIS CATEGORY

EXAMPLES:

Item no.	Est. Qty	Tire Size	TIRE SIZE OFFERED PRODUCT CODE	CATALOG PAGE	PRICE LIST PAGE	TREAD DEPTH 32/NDS (MIN)	LIST PRICE EACH	STATE OF NC NET PRICE EACH	TOTAL STATE OF NC PRICE (QTYxSTATE NET)
4	910	225/70R19.5-12PR-TUBELESS				16			
4-1	275	245/70R19.5-14PR-TUBELESS				16			

DELIVERY: Delivery shall be within 3 business days unless otherwise indicated here _____ days.

If using agency takes vehicle to an authorized participating contract dealer for new tire installation, indicate a price per tire to dismount old tire and mount new tire. This shall include all services, parts, accessories and labor necessary. It shall include but is not limited to, stems, spin balancing, weights, shop supplies, etc. Total price per tire \$_____

NOTE: Do not include tire disposal fees herein. Refer to Tire Disposal Fee section on page 6 for more information.

GROUP 6: OFF THE ROAD RADIAL TIRES

Off the road radial tires, steel belted construction, highway tread. All unit prices must include flap, unless tubeless is specified. If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR BRAND NAME	PRICE LIST IDENTIFICATION	COLUMN IDENTIFICATION	% DISCOUNT FROM MSRP-(offer only one and it shall be the same for all tires under this group)	TOTAL NUMBER OF TIRE SIZES OFFERED UNDER THIS CATEGORY

EXAMPLES:

Item no.	Est. Qty	Tire Size	TIRE SIZE OFFERED/PRODUCT CODE	CATALOG PAGE	PRICE LIST PAGE	TREAD DEPTH	LIST PRICE EACH	STATE OF NC NET PRICE EACH	TOTAL-STATE OF NC PRICE (QTY x STATE NET)
6	278	1400R24-RADIAL-12PR-1*-NON DIRECTIONAL				33			
6-1	75	1400R24-RADIAL-12PR-1*SNOW				32			
6-2	66	175R25-RADIAL-1*NON DIRECTIONAL				33			

GRAND TOTAL THIS GROUP \$ _____

DELIVERY: Delivery shall be within 3 business days unless otherwise indicated here _____ days.

If using agency takes vehicle to an authorized participating contract dealer for new tire installation, indicate a price per tire to dismount old tire and mount new tire. This shall include all services, parts, accessories and labor necessary. It shall include but is not limited to, stems, spin balancing, weights, shop supplies, etc. Total price per tire \$ _____

NOTE: Do not include tire disposal fees herein. Refer to Tire Disposal Fee section on page 6 for more information.

GROUP 7: COMMERCIAL MEDIUM RADIAL TRUCK TIRES-LOW PLATFORM TRAILER TIRES

Commercial low platform, highway tread tires, steel belted radial construction including steel carcass and steel belts. All unit prices must include flap, unless tubeless is specified. If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR BRAND NAME	PRICE LIST IDENTIFICATION	COLUMN IDENTIFICATION	% DISCOUNT FROM MSRP-(offer only one and it shall be the same for all tires under this group)	TOTAL NUMBER OF TIRE SIZES OFFERED UNDER THIS CATEGORY

EXAMPLES:

Item no.	Est. Qty	Tire Size	TIRE SIZE OFFERED/PRODUCT CODE	CATA LOG PAGE	PRICE LIST PAGE	TREAD DEPTH 32/NDS (MIN)	LIST PRICE EACH	STATE OF NC NET PRICE EACH	TOTAL-STATE OF NC PRICE (QTY x STATE NET)
7	765	215/75R17.5-16PR TUBELESS				16			

GRAND TOTAL THIS GROUP \$ _____

DELIVERY: Delivery shall be within 3 business days unless otherwise indicated here
 _____ days

QUESTIONNAIRE

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER

SERVICE

Names, addresses and telephone numbers of representatives who will render services under this contract (Use additional sheets if necessary):

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

DISTRIBUTION

Number of distribution points from which contract will be serviced: _____
 (Use additional sheets if necessary)

Distribution points location (City & State):			
1		8	
2		9	
3		10	
4		11	
5		12	
6		13	
7		14	

ORDERING INFORMATION (PLACEMENT OF ORDERS):

Use additional sheets if necessary. If orders are to be placed with the authorized participating contract dealers, submit as requested under Bid Submittal Information):

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Product information telephone number: _____

NC Supplier Contact Form

Company Information	
Company Name	
Address	
City, State, Zip Code	
Company Phone	
Company Fax	
Description of Products Sold	
Does your company utilize fulfillment partners/channel partners (dealers, distributors, resellers, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Customer Service Phone Number	
Federal Tax ID Number	
Ariba Network ID (if applicable)	
Dun & Bradstreet Number	
Website URL (if applicable)	
Business Contact – Person who understands NC relationships and who can serve as a project manager	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	
Technical Contact – (If different from above) – Person within your organization who can assist with the creation of an electronic product catalog for your contract line items	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	
Corporate eCommerce Contact – (If different from above) – Person within your organization who best understands the company eCommerce initiatives and will communicate these initiatives to the organization	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	

BIDDER'S CHECKLIST

(This checklist is not intended to be inclusive of all of the responsibilities of the bidder)

1. Have you signed the bid?
2. Have you provided prices and discounts in all places where requested?
3. Have you offered bid prices for all line items, if required?
4. Have you completed the questionnaires as required?
5. Have you enclosed descriptive literature, catalogs, and price lists as required?

INSTRUCTIONS TO BIDDERS

INTERNET ADDRESS – <http://www.ncpandc.gov>

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. The State objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** The State reserves the right to require a list of users of the exact item offered. The State may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the State as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the State to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the State or the bidder, the State reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the State to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Division of Purchase and Contract will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become State property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the State Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.doa.state.nc.us/PandC/>. **All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.**

20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

INTERNET ADDRESS – <http://www.ncpandc.gov>

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

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.

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. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

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

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the State's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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12. **PATENT:** The contractor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the State may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor 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 contractor 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 contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, 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, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
19. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE

This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

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

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

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days notice for cancellation shall begin on the day the return receipt is signed and dated.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** The State shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the State reserving the right to accept or reject the increase, or cancel the contract. Such action by the State shall occur not later than 15 days after the receipt by the State of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.