

STATE OF NORTH CAROLINA NC Department of Administration Division of Purchase and Contract	INVITATION FOR BIDS NO. 200890	
	Bids will be publicly opened: February 14, 2003	
	Contract Type: Statewide Term Contract	
Refer <i>ALL</i> Inquiries to: Mike Brendle Telephone No. 919-733-6604 Ext.141	Commodity: Automotive, Industrial Supplies	
Email: mike.brendle@ncmail.net	Using Agency Name: ***PURCHASE AND CONTRACT***	
(See Page 2 for mailing instructions.)	Agency Requisition No. TC 060A Revised 12/27/02	
INTERNET ADDRESS: http://www.state.nc.us/PandC/		

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 facsimile (FAX) machine 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)

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

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
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):			
TYPE OR 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</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 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.state.nc.us/pandc/> >. 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.state.nc.us/pandc/> >.

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://eprocurement.ncgov.com/>

RECYCLING:

Refer to number 10 of the Instructions to Bidders section

SCOPE:

The scope of this contract is limited to Automotive and Industrial Parts and Supplies. This contract is for use by all state agencies, departments, institutions, universities, community colleges, public schools units (except those exempted by statute), and non-state agencies.

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, 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 Automotive and Industrial Parts and Supplies for the period from March 1, 2003 or date of award whichever is later, through February 28, 2006. The State reserves the right to extend this contract for a period of 24 months solely at the option of the State. While it is not contemplated that any abnormal requirements will develop, if such should occur, the State reserves the right to call for separate proposals thereon.

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>

BLOCKING AND CATALOG SOLUTION:

It shall be understood and agreed upon that if the bidder is offering a punchout* catalog solution as part of their proposal, the following requirements must be met:

- The punchout solution must conform to cXML 1.0 or 1.1 standards.
- The bidder shall work with our Supplier Manager to guarantee the successful integration of the punchout catalog solution into the eProcurement Service.
- The bidder shall have the capability to block from the punchout catalog solution those items as designated by the Division of Purchase and Contract. "Blocking" is defined as the electronic removal of product information and prices from the punchout catalog solution.

If the bidder chooses not to offer a punchout catalog solution, the bidder must provide contracted item data according to the specifications listed in the Terms and Conditions.

* A feature that allows a buyer the ability to access a supplier's web site from the eProcurement Service, browse through their contracted items and return a list of items back into their requisition on the eProcurement Service.

CONTRACT VALUE:

The estimated value of this contract is approximately \$ 13,000,000 annually.

AWARD OF CONTRACT:

The State anticipates making award(s) to multiple bidders if necessary to obtain required breadth and extensiveness of lines, quantity, quality, delivery, service (and service representatives to advise users) and/or geographical coverage.

As provided by statute, award consideration will also be given to bids considered most advantageous to the State and constituting its best interest as determined by consideration of:

1. Prices
2. Quality of merchandise offered.
3. Previous experience with services of the bidder.
4. Overall completeness and breadth of line offered and availability/locations of service representatives
5. Conformity with specifications.
6. Suitability for intended use.
7. Warranty.
8. Delivery.
9. Quality and extensiveness of line offered

ABNORMAL QUANTITIES:

For purposes of this Invitation for Bids and any resulting contract award, any agency requirement that

exceeds \$ 50,000.00 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

DELIVERY:

The successful bidder will complete the delivery within 3 consecutive calendar days after receipt of purchase order, unless otherwise stated here: _____ days. The State reserves the right to consider delivery schedules offered as a factor in the award of the contract.

Bidders are cautioned that excessive delivery schedules, as determined by this division, may be cause for non award. The state expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the contractor to meet stated delivery schedules may be cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility and obligation of the contractor to make the details known immediately to the Contract Administrator.

MINIMUM ORDERS:

The minimum order, qualifying for prepaid transportation, is \$ 100.00 for any single order. Users are not required to use this contract for orders less than the minimum order; however, the user may elect to use this contract for orders less than the minimum order, if the contractor elects to accept such order. In such cases, the order will be shipped prepaid, with transportation charges added to the invoice as a separate item.

ORDERING INFORMATION:

Contractors are required, upon request of any user, to provide the user with catalogs ,descriptive literature, a listing of authorized dealers complete with phone and FAX numbers and the MSRP. This information is to be provided to the ordering agency within 3 business days of the request. Such information shall be provided at no charge to the user.

Contractors are required to provide toll free phone numbers for agencies to conduct business with the contractor. If orders are required to be placed with a contractor's authorized dealer, the dealer will be required to provide a toll free number.

TRANSPORTATION CHARGES:

All goods shall be delivered FOB DESTINATION for all orders equal to, or greater, than the **minimum order**, when shipped to a single destination. Orders for less than the **minimum order** will be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges levied by the contractor for orders equal to, or greater than the **minimum order**, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination which is equal to, or greater than, the **minimum order**, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges.

NOTE: Vendors are requested to provide emergency delivery (same day or next day delivery) when such is required. However, agencies are authorized to place emergency or small volume orders, where local delivery is essential and where inventory stocks are impractical, with the nearest sources of supply even though such supplier may not be the authorized contractor for the item required. **For such items these suppliers should extend customary wholesale prices or fleet owner's discounts or better.** In addition, vendor is requested to offer additional discounts should agency pick up the needed item at vendor's location.

DESCRIPTIVE LITERATURE AND PRICE LISTS:

Each bidder is to submit (see note below) a complete set of the manufacturer's published literature (catalog covering complete line), interchangeable numbers, and most current price list/s which cover all lines and/or styles offered herein. Net prices are to be shown on all specified parts shown herein after applicable discounts have been taken and mfr's interchangeable numbers must be shown in spaces provided. Catalogs and price lists furnished must be the mfr's most current published price list and catalog covering complete lines. All information submitted with bid must be labeled with vendor's name. The right is reserved to obtain additional information from the bidders for the evaluation of this bid.

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 will not suffice for the above requirement nor for any other herein for information or questionnaire responses. Some agencies may require this information on CD.

NOTE: The descriptive literature, catalog's and interchangeable table is requested to arrive at 116 W. Jones St, Raleigh, NC 27603, to the attention of Mike Brendle prior to the bid opening date and time. Bidders are requested to identify all information submitted with their company name and bid number, failure to do so may result in your information becoming lost and therefore not received. Price list(s) is to be submitted with the bid at the date and time noted herein.

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. If additional sheets are required (for example, bidders who bid multiple manufacturers for the same product, or who are offering alternate proposals), the bidder should make the necessary copies and insert them in the bid document, or submit a separate bid document. Bidders bidding multiple manufacturers should be sure to include the current price list and catalog for each manufacturer.

SAMPLES FURNISHED WITH BID:

No samples are required with the bid.

INSPECTION OF SAMPLES:

Samples, not previously required to be furnished with the bid, may be required for any line item(s) during the evaluation period. Such samples, if required, are due at a location to be specified in Raleigh, NC, within (3) working days after request, and are to be properly identified with line item number, bidder's name and model number, and are to be delivered at not cost to the State. Samples may be retained for any length of time until contract expiration, and will be returned to the respective contractor(s) at his expense.

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.

PRICES:

Any general price increases or decreases must be approved by this division. Price increases will be allowed only when the MSRP increases, percentage discount shall not change. After 90 days from the award of this contract, the contractor may request a price increase. Any request for a price increase shall be accompanied by the manufacturer's official notice or other acceptable evidence that the change is general in nature. Approval from this office is required prior to contractor changing prices. Such increases may be allowed provided they are shown to be part of a general price increase and not directed at the state exclusively.

Successful contractors may reduce prices by:

- *Increasing the discount offered to reduce prices for the entire line of product offered
- *Allowing additional discount(s) to the using agency
- *Special sales and/or promotions

Any special sales offering (resulting in a price lower than the published catalog price), e.g. seasonal, inventory reduction, where specific products are offered to the general public shall be made available to the state at the same sales price.

The contractor agrees that all prices for items contained within the resulting contract(s) will, at no time be more than those prices charged to any other North Carolina customer for the same or similar items delivered to the same regional location.

Any an all price increase request shall be accompanied by a hardcopy of the new MSRP.

SALES REPORTS:

The contractor agrees to provide sales reports on a quarterly schedule, at the end of March, June, September, and December, the report being due no later than fifteen (15) days after the end of the quarter. The reporting will reflect the line item number, number of contract items, their product code and description, agency breakdown and the dollar value of the items sold for a specified time period. Failure of the contractor to comply with this requirement may subject the contractor to removal from the contract.

PRODUCT RECALL:

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

WARRANTY:

Manufacture's standard warranty shall apply. Bidder is requested to submit with their bid and identify it with their name.

SPECIFICATIONS:

Quality and workmanship of all items must conform to the best commercial standards. Except where indicated herein, all items except brake shoes where noted herein must be new. Rebuilt or reconditioned items will not be considered. Preference will be given to nationally recognized brands and those brands which offer the most complete coverage, and shall be listed in the current mfr's regular published catalog and most current price list. No promotional, economy, special produced, unlisted and/or special listed Automotive and Industrial Parts will be acceptable. Bidders are urged to comply with this requirement in its entirety and offer only qualified products.

Items where ever indicated, shall have the approval of the NC Dept. of Motor Vehicles. Evidence of approval is required within 3 days after request by this office.

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.

E-Procurement Post award Meeting

A post award meeting may be conducted within 7 business days after the award of the contract. This meeting is to be with the purchaser, successful vendor(s), and members of the e-procurement team. The meeting will take place at the Dept. of Administration, Purchase and Contract Division located at 116 W. Jones St., Raleigh, NC or by telephone conference call. Successful vendor(s) will be notified of the exact time when the award notification is e-mailed to them. The successful vendor(s) are encouraged have a member of their IT team present for electronic issues will be discussed. The meeting will be conducted to ensure that all parties have a full understanding of requirements and responsibilities for the implementation of the contract.

SHIPPING: There shall be no additional charges for pallets or special shipping requirements

DISQUALIFICATION:

If you cannot fully meet all requirements contained in this IFB, or if you have questions, you are urged to fax the purchaser named (919-715-7058) herein as soon as possible. This may allow the State to consider your deviation(s) and if feasible to release an IFB addendum modifying the requirements concerned. Bidders are cautioned that 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 document can be altered only by written addendum and that verbal communications from whatever source are of no effect.

NOTE: FOLLOWING THIS PAGE ARE THE SPECIFICATION PAGES (SECTION #1) AND THE PRICING PAGES (FURNISH AND DELIVER –SECTION #2) FOR OFFERING BID PRICING.

COMPLETE THE PRICING PAGES FOR THE LINE ITEM NUMBERS THAT YOU ARE OFFERING BIDS.

Bidders are requested to photocopy their furnish and deliver pages (section 2) and attach to front of bid. Copies of these sheets will be made at the bid opening and distributed instead of reading prices. You only need to photocopy the sheets for the line items for which you are offering pricing.

All information requested for each item must be filled in by bidder. Manufacturer's catalogs and price sheets furnished must confirm information filled in by bidder. Failure to complete this part of the bid request or to furnish catalog and price sheets for each item offered, may result in rejection fo the bid. A space is provided for each item for bidders to offer a single discount only for interchangeable no. used, discount offered for each item shall apply to all items listed in the price sheet referenced for that item and listed by the bidder. Discount and net pricing for each item will be one of the determining faxtors in awarding the item. Manufacturer's part numbers referenced with each item are for the purpose of determining the qualiaty level desired for that item.

The State reserves the right due to warranty issues, compatibilitiy of component parts, etc, to award contract on items 14-18 to bidder presenting recognized aftermarket companies that are basic mfrs and/or have complete engine product offerings.

SPECIFICATION PAGES: SECTION 1-

ITEM	QTY.	UOM	DESCRIPTION
1.	1	ea	Bearings, Ball, Pillow, Block, Straight Roller and Tapered Roller: Federal Mogul /BCA 39520 or interchangeable Mfr. and number
2.	1	ea	Belts-Fans, Automotive, Dayco No. 5080830 or interchangeable mfr. and no.
3.	1	ea	Brake Parts-Hydraulic (except brake fluid), Raybestos WC37290 or interchangeable mfr. No.
4.	1	ea	Brake Parts-Air: Bendix No. 107796 or Interchangeable mfr. No.
5	1	ea	Brake Parts-Air, re-manufactured: Bendix No. 107794X or Interchangeable mfr. No.
6.	1	ea	Brake Parts-Air-Foundation Brake: EUCLID no. E2769HD or interchangeable mfr. no.
7.	1	ea	Brake Drums and rotors: Passenger Car and light trucks: Bendix no. 141067 or interchangeable mfr. no.
8.	1	ea	Brake Drums and Rotors: Medium and heavy truck # Gunite 3600A
9.	1	ea	Cable, Automotive Electric: Belden no. 700768 or interchangeable mfr. no.
10.	1	ea	Cable, Automotive Electric, Cable Starter (all gauges 25 ft. coil), cable trailer (14 gauge, 6 connector rubber jacketed), Belden 735621 (2/0-100 ft) or interchangeable mfr. no.
11.	1	ea	Cords, extension (cord type 14/3 SJO, 50 foot lengths), trouble lights (cord type 18/3 SJO, 50 foot lengths), Carol no. 06853 (50 foot) or interchangeable mfr. no.
12.	1	ea	Clamps, Hose, Full Stainless Steel, all sizes: Dayco no. 92010 (3/4"-1") or interchangeable mfr. no.
13.	1	ea	Disc-Clutch with facing and Clutch cover automotive and industrial, Perfection D489 or interchangeable mfr. no.
14.	1	ea	Engine Parts: Pistons, Federal Mogul/Sealed Power no. L2256F std to .060 or interchangeable mfr. no.
15.	1	ea	Engine Parts: Rings, Piston, Federal Mogul/Sealed Power no. E251K or interchangeable mfr. no.
16.	1	ea	Engine Parts: Timing Components-Gears and Chains, Federal Mogul/Sealed Power no. KT3-499S or interchangeable mfr. no.
17.	1	ea	Parts Engine: Bearings-Rod and Mains, Cam Bearings, Federal Mogul/Sealed Power no. 2555A or interchangeable mfr. no.
18.	1	ea	Parts, Engine: Camshafts, lifters, push rods, rocker arms and parts, valves, valve guides, valve locks, valve springs oil pumps, Sealed Power no. CS274 or interchangeable mfr. no.
19.	1	ea	Air condition and heater products, Four Seasons 33107, or interchangeable mfr. no.
20.	1	ea	Flashers, Automotive and Industrial, Wagner no. 552HD or interchangeable mfr. no.

ITEM	QTY.	UOM	DESCRIPTION
21.	1	gallon	Fluid, Hydraulic Brake-Heavy Duty-DOT 3-Must have approval of NC Dept. of Motor Vehicles Raybestos APF4, four, one gallon cans per case
22.	1	5 gallon container	Fluid-Hydraulic Brake Heavy Duty-DOT 3-must have approval of the NC Dept. of Motor vehicles -Raybestos APF-5, price to be per 5 gallon container
23.	1	ea	Fuses-Automotive and Industrial, Buss ATC-20 or interchangeable mfr no.
24.	1	ea	Gaskets, gaskets sets, Fel-Pro no. HS8708PT or interchangeable mfr no.
25.	1	ea	Horns, 12 volt, single terminal, electric, Signal-Tone no. 72D12 or interchangeable mfr. no.
26.	1	ea	Hose-heater type, air, defroster, petroleum and windshield wiper, Dayco 80271(5/8" I.D. x 50 feet) or interchangeable mr. no.
27.	1	ea	Ignition and related electric parts, Delco Remy no. 1987105 or interchangeable mfr. no.-Delco Remy must cover entire line and price list furnished accordingly. Short or "D" numbers only will not be acceptable.
28.	1	ea	Ignition and related electric parts, MOPAR no. 4289870 or interchangeable mfr. no.
29.	1	ea	Ignition and related electric parts, Motorcraft no. DY425 or interchangeable mfr. no
30.	1	ea	Jacks, Hydraulic, hand floor, body, (hand 12 ton), Lincoln no. W93201, or Blackhawk no. B67264 or interchangeable mfr. no.
31.	1	ea	Joints, universal and repair kits, Precision 354 or interchangeable mfr. no.
32.	1	ea	King pins, steering and front suspension parts, Moag DS1064 or interchangeable mfr. no.
33.	1	ea	Lamps, miniature and sealed beam, Wagner no. H6054 or interchangeable mfr. no.
34.	1	ea	Lights, mirrors, mirror heads, and safety equipment, Must have approval of NC Dept. of Motor Vehicles, Peterson 142R or interchangeable mfr. no.
35.	1	ea	Lining, disc brake pads, medium/heavy duty trucks and bus. SD 225-dis pad or interchangeable mfr. no. Must have NC Dept. of Motor Vehicles approval . Must be asbestos free.
36.	1	Box	Lined brake shoes, front and rear medium/heavy truck and bus. Brake lining must be OEM approved by Arvin/Meritor, Dana or Eaton for drive and steer axles. OEM approval for trailer axle applications only will not be accepted. Brake lining must be approved and rated for 20,000 and 23,000 lb GAWR depending on application requested. New lined brake shoes. EX4515Q-16 1/2' x 7", Rockwell Q rear shoe with new steel or interchangeable mfr. no. Shoes to be boxed 2 per box. Must be asbestos free and must be NC Dept. of Motor Vehicles.

ITEM	QTY.	UOM	DESCRIPTION
37.	1	Box	Relined brake shoes, front and rear medium heavy truck and bus. Brake lining must be OEM aproved by Arvin/Meritor, Dana or Eaton for drive and steer axles. OEM approval for trailer azle applications only will not be accepted. Brake lining muste be approved and rated for 20,000 and 23,000 lb GAWR depending on application requested. Remanufacture of brake shoes must be a authorized remanufacture for a OEM approved brake lining manufaxture. A copy of the authorized remanufacture agreement and a copy of the quality control procedures will be required. Only OEM approve authorized remanufacture will be accepted. Brake shoe cores must be picked up at state agencies by supplier at least 1 time per month upon request of user or agencies will ship by common carrier freight collect to supplier. EX4515 QR, 16 ½" x 7" Rockwell Q rear shoe. or interchangeable mfr. no. Must be asbestos free, and must be NC Dept. of Motor Vehicles approved. Shoes to be boxed 2 per box.
38.	1	ea	Lining, brake disc pads, for passenger cars and light trucks. Must have approval of NC Dept. of Motor Vehicles . Asbestos free. Raybestos no. PGD748QS or interchangeable mfr. no.
39.	1	ea	Lubrication equipment and parts, Alemite 3686-1 or interchangeable mfr. no.
40.	1	ea	Manual transmission gears and parts-Clark (TOP spec) no 237053 or interchangeable mfr. no
41.	1	ea	Manual transmission gears and parts-Fuller/Eaton midrange and hvy duty no. K2445 or interchangeable mfr. no.
42.	1	ea	Mufflers, pipes and accessories, passenger cars and light trucks, Walker no. 35336 or interchangeable mfr. no.
43.	1	ea	Mufflers, pipes and accessories,(medium and heavy duty truck), Walker no. 35752 or interchangeable mfr. no.
44.	1	ea	Mufflers, pipes and accessories, School Buses, Walker no. 35978 or interchangeable mfr. no. Shall be constructed throughout of corrosion resistant material. Exhaust pipe, muffler, and tail pipe shall be of the heavy duty tpe and of sufficinet size to mainimize back pressure. Tail pipe shall be of 16 guauge (min) steel and shall not be reduced in size after is leaves muffler.
45.	1	ea	Pumps-fuel, Airtex no. E3902 or interchangeable mfr. no.
46.	1	ea	Pumps, water and water outlets, Auto's and light trucks Airtex no AW5049 or interchangeable mfr. no
46A	1	Ea	Pumps, water and water outlets,Medium and Heavy Duty Trucks , Airtex no AW5049 or interchangeable mfr. no
47.	1	ea	Radiator Caps, gas caps and oil caps, Stant no. 10237 or interchangeable mfr. no
48.	1	ea	Radiators and cores: radiators-passenger cars and light trucks, Modine no 896 or interchangeable mfr. no
49.	1	ea	Radiators and cores-medium trucks, heavy trucks and industrial, Modine no 998 or interchangeable mfr. no
50.	1	box	Rivets, brake, all sizes (100/box all brass), PT no 8-7 or interchangeable mfr. no

ITEM	QTY.	UOM	DESCRIPTION
51.	1	ea	Seals, metal (grease retaining)-passenger cars and light trucks, Chicago Rawhide 31203 or interchangeable mfr. no
52.	1	ea	Seals, metal (grease retaining), medium and heavy truck (oil bath), Chicago Rawhide 38780 or interchangeable mfr. no
53.	1	ea	Thermostats, Stant no 13908 or interchangeable mfr. no
54.	1	ea	Weights, wheel, all sizes, Perfect no I -7-060 (6 oz.) or interchangeable mfr. no
55.	1	ea	Windshield wiper blades, refills and arms, Anco no 31-18 or interchangeable mfr. no
56.	1	ea	Car care products, stop leak, engine coolants, etc, Solder seal no M7-20 or interchangeable mfr. no

FURNISH AND DELIVER: SECTION 2-DO NOT COPY DOUBLE SIDED

Item 1 Mfr. Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price \$ _____ Discount from Price Used _____ State of NC Unit Price \$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 2 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price \$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 3 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____
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Item 4 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____
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Item 5 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____
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Item 6 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____
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Item 7 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____
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Item 8 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____
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BIDDER: _____

Item 9 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 10 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 11 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price _____ Discount from Price Used _____ State of NC Unit Price _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____
Meets OSHA requirements? _____ yes/no

Item 12 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 13 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list used _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 14 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 15 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 16 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 17 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 18 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 19 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 20 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 21 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____ Is item offered Dept. of Motor Vehicles approved? _____ yes/no

Item 22 Mfr Name _____ Part number _____ Price Sheet ID number and page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit/ Price per 5 gallon container\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____ Is item offered Dept. of Motor Vehicles approved? _____ yes/no

Item 23 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 24 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 25 Mfr name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 26 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 27 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 28 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 29 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 30 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 31 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 32 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 33 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 34 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____ Is item offered Dept. of Motor Vehicles approved? _____ yes/no

Item 35 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____ Is item asbestos free? _____ yes/no. Is item offered Dept. of Motor Vehicles approved? _____ yes/no. Is item OEM approved? _____ yes/no.

Item 36 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price/per box \$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____ Is item offered Dept. of Motor Vehicles approved? _____ yes/no Is item OEM approved? _____ yes/no. Is item asbestos free? _____ yes/no

Item 37 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price/per box _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____ Is item offered Dept. of Motor Vehicles approved? _____ yes/no. Is non-asbestos material offered? _____ yes/no. Is item OEM approved? _____ yes/no

Item 38 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____ Is item offered Dept. of Motor Vehicles approved? _____ yes/no. Is non-asbestos material offered? _____ yes/no. Are all brake lining offered OEM approved? _____ yes/no

Item 39 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 40 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 41 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 42 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 43 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 44 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit _____
Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____
Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 45 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 46 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

BIDDER: _____

Item 46A Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 47 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 48 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 49 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 50 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 51 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 52 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

BIDDER: _____

Item 53 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 54 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 55 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

Item 56 Mfr Name _____ Part number _____ Price Sheet ID number & page number _____ Price list date _____ List or Jobber Unit Price\$ _____ Discount from Price Used _____ State of NC Unit Price\$ _____ Additional charge for same day or overnight delivery _____ Additional discount for agency to pick up at vendor location _____

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:

List the authorized dealers that will service this contract (Use additional sheets if necessary):

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 mailed literature (catalogs, etc), and interchangeable table to the address given herein? 4. Have you completed the questionnaires as required?
- 4 . Have you completed both sections (1 & 2)?
5. Have you photocopied the Furnish and Deliver sections (pricing pages) and attached them to the front of your bid?
6. Have you identified all literature and data submitted with your company name?

INSTRUCTIONS TO BIDDERS

INTERNET ADDRESS – <http://www.state.nc.us/PandC/>

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.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.state.nc.us/pandc/>

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.
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.
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 in the proposed contract or 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.

2/11/2002