

STATE OF NORTH CAROLINA NC Department of Administration Division of Purchase and Contract	INVITATION FOR BIDS NO. 401067	
	Bids will be publicly opened: August 24, 2004	
	Contract Type: Statewide Term Contract	
<i>Refer ALL Inquiries to:</i> Bill Needham Telephone No. 919-807-4520 Ext.	Commodity: Tires & Tubes	
Email: bill.needham@ncmail.net	Using Agency Name: ***PURCHASE AND CONTRACT***	
(See Page 2 for mailing instructions.)	Agency Requisition No. TC 863A	
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/> >.

TRANSPORTATION CHARGES: FOB DESTINATION ON ANY ORDER TO ANY LOCATION IN NC WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN THE BID PRICE.

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

SCOPE:

The scope of this contract is limited to tires and tubes. This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain 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, 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 and tubes for the period from approximately October 1, 2004 through September 30, 2006. The State may at its option, extend this contract beyond the initial contract period, for a period of up to 24 months in 12 months increments, subject to the same price, terms and conditions as provided for herein.

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: Bill Needham (919) 807-4520
Supplier Manager: Bridget Thomas (415)537-5726

Number of Supplier Catalogs:
Total SKU's:

Product Groups:

Tires
Tubes

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

Product Group Definitions: Tires

Product Description Format:

	<i>Attribute name</i>	<i>Example</i>
Primary Descriptor	Product	Tire
Attribute 1	Type	Pursuit / Passenger/ Light Truck/ Trailer
Attribute 2	Name	Eagle M/ Regatta/ etc.
Attribute 3	Manufacturer/Brand	Goodyear
Attribute 4	Construction	Radial Construction
Attribute 5	Belts	Double Steel Cord Belts
Attribute 6	Cord	Nylon/ Rayon/ Polyester Cord
Attribute 7	Tread	Regular/ Mud and Snow Tread
Attribute 8	Load rating	S2 Standard Load Rating
Attribute 9	Size	P215/65R15 95H
Attribute 10	(Optional) Other Text?	Nylon Belt Overlays

Illustrative example of Item Description:

Tire, Pursuit, Eagle M & S, Goodyear, Radial Construction, Double Steel Cord Belts, Polyester Cord, Mud and Snow Tread, S-2 Standard Load Rating, P215/65R15 95H, Nylon Belt Overlays

Contract NIGP Codes and Usage:

- 863-05: Tires and Tubes, Passenger Vehicles
- 863-07: Tires and Tubes, Light Trucks
- 863-10: Tires and Tubes, Medium Truck and Buses
- 863-15: Tires and Tubes, Off-Road Equipment
- 863-20: Tires and Tubes, Farm Tractor and Implement
- 863-25: Tires and Tubes, Industrial

Product Group Definitions: Tubes

Product Description Format:

	<i>Attribute name</i>	<i>Example</i>
Primary Descriptor	Product	Tubes
Attribute 1	Compatibility Type	Truck, Light Truck/ Medium/Farm
Attribute 2	Name	Radial 1300/1400R24
Attribute 3	Manufacturer/Brand	Cooper
Attribute 4	(Optional) Other Text	

Illustrative example of Item Description:

Tube, for Medium Truck Tires, Radial 1300/1400R24, Cooper

Contract NIGP Codes and Usage:

- 863-05: Tires and Tubes, Passenger Vehicles
- 863-07: Tires and Tubes, Light Trucks
- 863-10: Tires and Tubes, Medium Truck and Buses

863-15: Tires and Tubes, Off-Road Equipment
863-20: Tires and Tubes, Farm Tractor and Implement
863-25: Tires and Tubes, Industrial

CONTRACT VALUE:

The estimated value of this contract is approximately \$ 16,000,000 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.

REFERENCES: The State reserves the right to require upon its request a list of users of the exact tires bid. The State may contact these users to determine quality/performance level of the company and tires offered. Such information may be considered in the evaluation of the bid.

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 Bill Needham, Div. of Purchase and Contract, 116 W. Jones St., Raleigh, NC 27603. The reporting will reflect the number of contract items, their product code and description, 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.

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.

FEDERAL EXCISE TAX: Do not include Federal Excise Tax in bid price, as the State is exempt from this tax.

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, compliance with specifications and bid requirements, weight of tires, warranty, completeness of line offered by group, distribution facilities, tread depth, past performance (bidder and tires), and bidder's overall qualifications. The State reserves the right to make multiple and/or dual awards, by group, if it is determined by the State to be in its 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 or tube size. Failure to complete information under "Examples" may result in rejection of your bid.

SPECIFIC CONTRACT TERMS AND CONDITIONS:

SERVICE CAPABILITIES:

1. The tires and tubes included herein will be used and ordered from various locations throughout the entire state; therefore, it is necessary that bidders have the ability to make normal deliveries, (i.e. fill ordered in reasonably prompt manner), 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.

Successful bidder(s) will be required to fill small orders from their stock.

DELIVERY: Delivery shall be within 21 days unless otherwise indicated here _____ days. Ability to meet this provision will be considered in evaluating proposals and award of the contract.

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. _____

2. 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 is to do the invoicing. Each bidder is to submit a current list of dealers and/or authorized distribution points by counties to include addresses, city, zip code, federal social security identification number, fax and phone numbers.
3. Where applicable, the State has indicated in the examples the minimum tread depth/weight that will be acceptable.
4. 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.
5. Minimum and maximum measurements of tires offered must be in accordance with latest recommended measurements of the Tire and Rim Association.
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 and price list/s 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 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.

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 or tubes representing the State's needs for each group offered.

12. Tires offered and furnished shall be nationally recognized as an upper quality level tire and 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. **PRODUCT CERTIFICATION:** The tires herein specified as examples in Groups 7, 8, 9,10, will be used primarily on school buses for the transporting of school children to and from schools. Therefore, 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 for these groups certifying that the tires 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.

NOTE: If information requested above is not furnished with bid, bidder will be required to furnish it, if requested, within 5 calendar days after requested by the State.

Pursuant to General Statute **143-48**, North Carolina has a policy of encouraging and promoting the use of minority, physically handicapped and women contractors in supplying the State's goods and service. Consistent with this policy, we ask that any of your dealer network which you may designate to participate in this contract, be identified if they belong to either of these three groups. For purpose of definition and to qualify for listing, the dealership must be 51 % owned and controlled by the special interest claimed.

SECTION I: TIRES

GROUP I: 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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
1	6177	P225/70R15-100V-BLACKWALL				11		
1-1	2000	P225/60R16-97V-WHITEWALL				11		
1-2	1200	P245/50ZR16-BLACKWALL				11		
1-3	32000	P225/60R16-97V-BLACKWALL				11		

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)

SECTION I: TIRES

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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
2	500	P185/70R14-87T				11		
2-1	1000	P195/70R14-90T				11		
2-2	600	P195/65R15-89T				11		
2-3	1025	P195/70R14-90T				11		
2-4	1885	P215/60R16-94T				11		
2-5	350	P225/60R16-97T				11		
2-6	630	P225/70R15-100S				11		

SECTION I: TIRES

GROUP 3: BIAS LIGHT TRUCK TIRES

Bias Light truck tires, **nylon construction**, regular tread. If more than one manufacturer (mfr) is offered, give the requested information below for each

MFR/BRAND: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	PRICE LIST PAGE	MFR. NAME	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
3	210	8-14.5-12 PR TUBELESS				11		
3-1	125	9-14.5-12 PR TUBELESS				11		

SECTION I: TIRES

GROUP 4: RADIAL LIGHT TRUCK TIRES

Radial Light truck tires, **steel belted** radial construction regular tread. All units price must include flap unless tubeless is specified. If more than one manufacturer (mfr) is offered, give the requested information below for each

MFR/BRAND: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
4	500	LT215/85R16-10PR TUBELESS				13		
4-1	500	LT225/75R16-8PR TUBELESS				13		
4-2	3500	LT235/85R16-10PR TUBELESS				14		
4-3	5100	LT245/75R16-10PR TUBELESS				13		
4-4	1595	P235/70R16-104S TUBELESS				13		
4-5	1700	LT235/75R15-6PR TUBELESS				12		

SECTION I: TIRES

GROUP 5: RADIAL LIGHT TRUCK TIRES

Radial Light truck tires, **steel belted** radial construction all terrain. 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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
5	150	LT235/75R15-8PR TUBELESS				16		
5-1	1500	LT235/85R16-10PR TUBELESS				16		
5-2	1750	LT245/75R16-10PR TUBELESS				16		
5-3	500	LT265/75R16-8PR TUBELESS				17		

SECTION I: TIRES

GROUP 6: 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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
6	750	225/70R19.5-12PR TUBELESS				16		
6-1	400	245/70R19.5-14PR TUBELESS				16		

SECTION I: TIRES

GROUP 7: COMMERCIAL MEDIUM RADIAL TRUCK TIRES

Commercial Truck tires, full steel belted radial construction (to include steel carcass and steel belts), highway tread design, If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR/BRAND: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
7	14000	265/75R22.5-PR 14 TUBELESS OR				17		
7-1	14000	255/80R22.5-14PR TUBELESS				18		
7-2	15225	11R22.5-14PR TUBELESS				19		
7-3	3300	11R22.5-16PR TUBELESS				19		

SECTION I: TIRES

GROUP 8: COMMERCIAL MEDIUM RADIAL TRUCK TIRES

Commercial truck tires, full steel belted radial construction (to include steel carcass and steel belts), highway tread design on sizes 750X20 and up. 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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
8	5500	900R20-12PR TUBE TYPE				17		
8-1	1500	1000R20-14PR TUBE TYPE				18		

SECTION I: TIRES

GROUP 9: COMMERCIAL MEDIUM RADIAL TRUCK TIRES

Commercial Truck tires, full steel belted radial construction (to include steel carcass and steel belts), mud and snow tread design, on sizes 750R20 and up. 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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
9	500	1000R20-16PR				22		
9-1	1000	11R22.5-16PR TUBELESS				22		

SECTION I: TIRES

GROUP 10: COMMERCIAL MEDIUM RADIAL TRUCK TIRES

Commercial Truck tires, full steel belted radial construction (to include steel carcass and steel belts), low profile design, mud and snow tread design. If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR/BRAND: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
10	100	265/75R22.5-14PR TUBELESS OR				21		
10-1	100	255/80R22.5-14PR TUBELESS				21		

SECTION I: TIRES

GROUP 11: COMMERCIAL MEDIUM RADIAL TRUCK TIRE

Commercial truck tires, full steel belted radial construction (to include steel carcass and steel belts), on/off road compound design, on sizes 750R20 and up. 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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLE:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
11	600	11R22.5-16PR TUBELESS				20		

SECTION I: TIRES

GROUP 12: COMMERCIAL MEDIUM RADIAL TRUCK TIRES-LOW PLATFORM TRAILER TIRES

Commercial low platform trailer 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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
12	250	215/75R17.5-16PR TUBELESS				16		
12-1	1000	255/70R22.5-16PR TUBELESS				13		

SECTION I: TIRES

GROUP 13: OFF THE ROAD BIAS TIRES

Off the road bias tires, full nylon construction. If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR/BRAND: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLE:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH (MIN)	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
13	25	23.5-25, 20PR, SUR GRIP LUG, E2, TUBELESS			520			

SECTION I: TIRES

GROUP 14: OFF THE ROAD RADIALTIRES

Off the road radial tires, steel belted construction. 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: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRIC E LIST PAGE	LBS EACH (MIN.)	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
14	75	17.5R25, 1-STAR TUBELESS			260			
14-1	250	1400R24, 1-STAR TUBELESS (CODE G-2 TRACTION TREAD NON DIRECTIONAL)			240			
14-2	150	1400R-24 MUD AND SNOW GRADER TUBELESS G2			280			

SECTION I: TIRES

GROUP 15: FARM TRACTOR AND IMPLEMENT TIRES, NYLON OR RAYON CONSTRUCTION

Farm tractor and implement tires, nylon, rayon, and steel belted radial. If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR/BRAND: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tires under this group)

EXAMPLES:

Item no.	Est. Qty	Tire Size	MFR. NAME	PRICE LIST PAGE	LBS EACH (MIN.)	TREAD DEPTH 32/NDS (MIN.)	LIST PRICE EACH.	STATE OF NC PRICE EACH
15	100	16.9-24, 10PR (INDUSTRIAL GRIP, R-4 TUBELESS)			158			
15-1	175	750X18, 6PR, (TRI-RIB F2, TUBE TYPE)			36			
15-2	300	11L-16, 10PR, TUBELESS (LABORER F3)			50			
15-3	25	11L-16, 10PR, TUBELESS (FARM SERVICE I-1)			35			
15-4	50	18.4R38, 10PR, TUBELESS, SUREGRIP			342			

SECTION II: TUBES

GROUP 16: TRUCK TUBES INCLUDING RADIAL

Truck tubes including radial. .If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR/BRAND: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tubes under this group)

EXAMPLES:

Item no.	Est. Qty	Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	LIST PRICE EACH	STATE OF NC PRICE EACH
16	50	750-15					
16-1	200	750R-16					
16-2	5000	900R-20					
16-3	25	1000R-15					
16-4	1500	1000R-20					
16-5	150	1000R-22					

SECTION II: TUBES

GROUP 17: OFF THE ROAD TUBES

Off the road tubes. .If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR/BRAND: _____ DESCRIPTION: _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tubes under this group)

EXAMPLES:

Item no.	Est. Qty	Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	LIST PRICE EACH	STATE OF NC PRICE EACH
17	25	17.5-25					
17-1	150	1300/1400R-24					

SECTION II: TUBES

GROUP 18 FARM TUBES

Farm tubes If more than one manufacturer (mfr) is offered, give the requested information below for each.

MFR/BRAND: _____ DESCRIPTION _____ CAT. NO.: _____

PRICE LIST IDENTIFICATION: _____ COLUMN: _____

% DISCOUNT: _____ (offer only one and it shall be the same for all tubes under this group)

EXAMPLES:

Item no.	Est. Qty	Size	MFR. NAME	PRICE LIST PAGE	LBS EACH	LIST PRICE EACH	STATE OF NC PRICE EACH
18	75	11L-16					
18-1	100	14.9R-28					
18-2	50	16.9R-24					

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:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. 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:

 - a. **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.
 - b. **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.)
 - c. **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.