

NORTH CAROLINA
Department of Administration
DIVISION OF SURPLUS PROPERTY

Invitation for Bid #: T101515 East and West Bid
Statewide, Heavy Equipment Tire Casings

Issued: *September 11, 2015*

Bid Opening Date: September 25, 2015

At 1:00 pm ET

K. Hys

Direct all inquiries concerning this IFB to:

Stan Black, Contract Administrator

Email: stanley.black@doa.nc.gov

Phone: 919-733-2256

Bid Number: T101515

Vendor: Killys Tire

STATE OF NORTH CAROLINA Department of Administration, Division of Surplus Property	
Refer <u>ALL</u> inquiries regarding this IFB to:	Invitation for Bids # T101515
Stan Black, Contract Administrator Division of Surplus Property 1310 Mail Service Center Raleigh, NC 27699 Phone: (919) 733-2256 e-Mail: stanley.black@doa.nc.gov	Bids will be publicly opened: September 25, 2015
	Contract Type: Statewide Term
	Description: Tire Casings
	Using Agency: Statewide Term Contract

EXECUTION

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned Vendor offers and agrees to provide the services and/or purchase and pick up any or all items upon which prices are bid, at the prices set opposite each line item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

VENDOR: <u>Killys Tire</u>		
STREET ADDRESS: <u>716 E Broad Street</u>	P.O. BOX:	ZIP: <u>27526</u>
CITY & STATE & ZIP: <u>Fuquay Varina, NC 27526</u>	TELEPHONE NUMBER: <u>919-609-3715</u>	TOLL FREE TEL. NO:
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <u>Jesus Fernandez Owner</u>	FAX NUMBER: <u>919-552-7314</u>	
VENDOR'S AUTHORIZED SIGNATURE: <u>[Signature]</u>	DATE: <u>8/24/15</u>	E-MAIL: <u>KillysTire@HotMail.Com</u>

This is a firm offer, valid for at least 60 days from date of bid opening unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Department of Administration shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____ as indicated on the attached certification, by _____ (Authorized Representative of Department of Administration)
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1.0 PURPOSE AND BACKGROUND

This IFB solicits bids for a statewide term contract for pick-up and removal of surplus tire casings from multiple locations of State Agencies and Other Eligible Entities across the State, **divided into two geographic regions (East and West)**. Tire casings offered under this IFB will have been taken out of service due to tread wear or multiple capping that have exceeded applicable requirements for use. Although items offered under this IFB typically will consist of a good, useable casing, the available tread and number of times capped will vary, and no representation is made regarding casing condition or usability. **Vendor shall accept and pay for all casings picked up, regardless of condition.**

The majority of surplus casings will be picked up from DOT district locations and Local Education Agencies (LEAs, or school districts) but other agencies and Other Eligible Entities may require pick up from time to time; therefore, Vendor must be willing to pick up casings at any location within its service area. Tires offered may include, but are not limited to: Sizes 11 R22.5 and 265/75 R22.5 and a small percentage of 19" and 20" tires. The tires generally are removed from School Buses, DOT Trucks, and various types of Not Defined Heavy Equipment.

The contract will be for a one-year period, with the State having options to renew for up to two additional one-year terms.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The Contract Lead will make every effort to adhere to this schedule.

Action	Responsibility	Date and Time
Issue IFB	State	September 11, 2015
Submit Written Questions	Vendors	September 18, 2015 at 1:00 pm ET
Provide Response to Questions	State	September 21, 2015 at 4:00 pm ET
Submit Bids	Vendors	September 25, 2015 at 1:00 pm ET
Award Contract	State	On or before October 1, 2015

2.3 BID QUESTIONS

- **Purpose:** Upon review of this IFB document, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.
- **Instructions:** Written questions shall be e-mailed to stanley.black@doa.nc.gov by the date and time listed above. Vendors should enter "IFB #T101515 – Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question...?

Bid Number: T101515

Vendor: Killgus Tire

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely *only* on written material contained in an Addendum to this IFB.

2.4 BID SUBMITTAL

- **Instructions:** Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.5 BID CONTENTS for details on required content of submitted bids.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE ONLY	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
BID NUMBER: T101515 Attn: Stan Black, Contract Administrator Address: Division of Surplus Property 1310 Mail Service Center Raleigh, NC 27699-1300	BID NUMBER: T101515 Attn: Stan Black, Contract Administrator Address: Division of Surplus Property 6501 Chapel Hill Road (HWY 54 W) Raleigh, NC 27607

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed bid physically in this Office by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver one (1) signed, original executed bid response and one (1) copy of the signed original executed bid, to the address identified in the table in this Section. Include bids in response to this IFB in a sealed package and include no other material. Address package and insert bid number as shown in the table in this Section. **A Vendor may bid on one or on both East and West with different pricing.**

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, Bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this Invitation for Bids will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Administrator named on the face page of this IFB in the manner specified by this IFB shall constitute sufficient grounds for rejection of said Vendor's offer, at the State's election.

2.5 BID CONTENTS

For each of Vendor's bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses shall include the following items and they should be arranged in the following order:

- a) A copy of this complete IFB, including a completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB
- b) Completed copy of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- d) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- e) Completed and signed version of ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial bid, made in response to a request by the issuing agency.
- b) **IFB:** Invitation for Bids.
- c) **LOT:** A grouping of similar products within this IFB.
- d) **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit 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; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.
- e) **QUALIFIED BID:** A responsive bid submitted by a responsible.
- f) **SELLER:** The State of North Carolina, by and through its Division of Surplus Property.
- g) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- h) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- i) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

2.7 DESCRIPTION OF REGIONS

Eastern: Counties of Caswell, Alamance, Chatham, Moore, Hoke, and Scotland and all counties to the East of these counties.

Western: Counties of Rockingham, Guildford, Randolph, Montgomery, and Richmond and all counties to the West of these counties.

2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.3 BID QUESTIONS. If the State determines

that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. **By execution and delivery of a bid in response to this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.3 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on the highest compliant bid in each region. While the intent of this IFB is to award a Contract to single vendor for all line items in each of the two regions separately, the State reserves the right to make a single award for both regions, separate awards to different Vendors for one or more line items in a region, to not award one or more line items in one or both regions, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

3.2 BID EVALUATION PROCESS

1. Bids are requested on the items and/or services described herein. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding Vendor will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid, if needed. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the State will make the Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation.

Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

NOTE: During the evaluation period and prior to award, all information concerning the bid and evaluation is confidential, and possession of the bids and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

4.1 CONTRACT TERM

The Contract shall have an initial term of one year, beginning on the date of the Contract award (the "Effective Date"). At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING

Bid price shall constitute the total amount paid to Seller, including all charges for shipping, delivery, handling, administrative and other similar fees that Vendor may incur. Vendor shall not deduct for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include with Bid.

4.3 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.4 ESTIMATED QUANTITIES

It is estimated that approximately 4,000, 11R22.5 and 5,500, 265/75 R22.5 and a small amount of other various sizes, will be available annually within each Region. All product quantities listed in the IFB are estimates based on the State's historical and anticipated usage. The State shall not be obligated to provide the amount represented by the estimated quantities herein or any other quantities. Thus, the actual number of casings may be substantially more, or less, than the estimated amounts.

4.5 PRICE ADJUSTMENTS

Prices bid by the Vendor shall be held constant for the initial one-year term of the contract. If the contract is renewed for an additional term, the Vendor may make a request for a price modification once per renewal term.

Price modification requests shall be submitted in writing to the Contract Administrator, which shall include the reason(s) for the request and contain supporting documentation of the need. Price modifications, if allowed, will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments and reserves the right to accept or reject them in part or in whole. Price modifications may be requested by the State at any time.

Bid Number: T101515

Vendor: Killys Tire

4.6 PERFORMANCE REQUIREMENTS

Vendor shall comply with all Local, State and Federal Regulations related to performing the services within the scope of this contract.

Vendor shall load and transport a minimum of 100 tire casings per pickup.

Each location will notify Vendor regarding the availability of tire casings. Pickups shall be made within ten (10) business days after notification.

Pickups shall be made Monday thru Friday (except State holidays) during the hours 8:00 A.M. to 4:00 P.M.

4.7 ACCOUNTING REQUIREMENTS

Vendor shall provide a pick-up receipt to a responsible person at the pick-up location at the time of pick-up, which shall include at least the following information:

Vendor information: Name, Address, and Phone #

Pick-Up location: Agency name and address

Total Number of Tires Picked-Up

General size of tire casing _____ Quantity _____ (list for all sizes picked-up)

General size of tire casing _____ Quantity _____

Date of Pick-Up

Signature line for both parties to sign

Faxable Copy left at location after Pick-up

A copy of the receipt shall be retained by Vendor for its records

4.8 PAYMENT TERMS

Payment shall be submitted to: State Surplus Property Agency, 1310 Mail Service Center, Raleigh, NC 27699.

Payment shall be made by the 10th of the month for all casings picked up the previous month. Return of casings or credits for poor casing condition shall not be allowed.

4.9 PERFORMANCE BOND

Prior to beginning any pick-ups under this contract, Vendor shall submit a Performance Bond to the State Surplus Property Agency in the amount of \$2500.00, paid by Money Order or Cashier's Check. This Payment will be retained by The State until the Conclusion of the Contract.

Attachments to this IFB begin on the next page.

ATTACHMENT A: PRICING FORM

EASTERN REGION:

Item #1 Unit Bid Price for Size 11R 22.5 Size Tires in EAST REGION

<p>Size 11 R 22.5</p> <p>\$ <u>0</u> Per tire</p> <p>(Minimum bid \$20.00)</p>
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Item #2 Unit Bid Price for Size 265/75R 22.5 Tires in EAST REGION

<p>Size 265/75 R 22.5 and Other Mixed Sizes</p> <p>\$ <u>0</u> Per tire</p> <p>(Minimum bid \$5.00)</p>

Item #3 Unit Bid Price for All Other Heavy Equipment Tires in EAST REGION

<p>All Other Heavy Equipment Tires</p> <p>\$ <u>0</u> per tire</p> <p>(No Minimum bid)</p>
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WESTERN REGION:

Item #1 Unit Bid Price for Size 11R 22.5 Size Tires in WEST REGION

<p>Size 11 R 22.5</p> <p>\$ <u>25.50</u> Per tire</p> <p>(Minimum bid \$20.00)</p>
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Item #2 Unit Bid Price for Size 265/75R 22.5 Tires in WEST REGION

<p>Size 265/75 R 22.5 and Other Mixed Sizes</p> <p>\$ <u>5.50</u> Per tire</p> <p>(Minimum bid \$5.00)</p>
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Item #3 Unit Bid Price for All Other Heavy Equipment Tires in WEST REGION

<p>All Other Heavy Equipment Tires</p> <p>\$ <u>0.10</u> per tire</p> <p>(No Minimum bid)</p>

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **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 Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** The State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution page (second page of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in the resulting contract, the order of precedence shall be (high to low) (1) the provisions of sections 1.0 through 4.9 this IFB, and including any negotiated terms; (2) North Carolina General Contract Terms and Conditions in attachment C: of the IFB; (3) Instructions To Vendors in Attachment B: of the IFB; and (5) Vendor's Bid.
7. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the bid are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - 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, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
8. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order 150 (1999), 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.
9. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
10. **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.

- 11. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the subject matter of the IFB, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor regarding the advertised goods or services; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, in the discretion of the State, from the Contract award. Only those communications with the Division authorized by this IFB are permitted.
- 12. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.
- 13. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. 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 the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
- 14. **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 of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.
- 15. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Surplus Property Division.
- 16. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
- 17. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
- 18. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award and during the Contract term as necessary for the State 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.

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**ATTACHMENT C:
NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate this Contract for cause.

2. **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.
3. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
4. **AFFIRMATIVE ACTION:** The Vendor 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.
5. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
6. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).
7. **ASSIGNMENT:** No assignment of the Vendor's obligations or the Vendor's rights hereunder shall be permitted. In no event shall a purported assignment obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.
8. **INSURANCE:**

COVERAGE - During the term of the Contract, the Vendor 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 Vendor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Vendor 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 \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor 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 \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.) **The State of North Carolina, State Surplus Property Agency must be listed on this policy as an additional insured.**
- 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 \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor 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 Vendor 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 Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract. **Vendor shall provide proof of insurance prior to beginning any pick-ups under the contract.**

9. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses 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 Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor 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 Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
10. **TERMINATION FOR CONVENIENCE:** Following an initial ninety-day period from the date of award, either Party may terminate this Contract for any reason by providing 30 days' notice in writing to the other Party. If the contract is terminated by the State as provided in this section the Vendor shall pay for all casings picked up prior to the termination date.
11. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
12. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

13. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor.
14. **WAIVER:** The failure to enforce or the waiver by the State of any right or of any breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
15. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Killys Tire

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 9-21-15 Sales & Use Tax filed

The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Jesus Fernandez Owner 9-24-15
Signature Date
Jesus Fernandez Owner
Printed Name Title

[This Certification Must Be Signed By the Same Individual Who Signed the Bid Execution Page.]