

STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bid #: DPC-649094025-BJ

Tires and Tire Services – All Types

Date Issued: May 22, 2023

Bid Opening Date: June 22, 2023

At 2:00 PMET

Direct all inquiries concerning this IFB to:

Bahaa Jizi

State Procurement Manager

Email: bahaa.jizi@doa.nc.gov

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer <u>ALL</u> Inquiries regarding this IFB to: bahaa.jizi@doa.nc.gov	Invitation for Bids # DPC-649094025-BJ
	Bids will be publicly opened: June 22, 2023 @2:00 p.m. EST.
Using Agency: Statewide Term Contract	Commodity No. and Description: 251725 Tires and Tire Tubes
Requisition No.: STC2517D	

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor 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, the undersigned Vendor understands that false certification is a Class I felony and 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

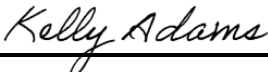
- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

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 this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: Michelin North America, Inc.		
STREET ADDRESS: One Parkway South	P.O. BOX:	ZIP: 29615
CITY & STATE & ZIP: Greenville, SC 29615	TELEPHONE NUMBER: 864-458-5000	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Kelly Adams - Government Contract Manager on behalf of Michelin North America, Inc.		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: June 22, 2023	E-MAIL: kelly.adams@michelin.com

Bid Number: DPC- 649094025-BJ

Vendor: Michelin North America, Inc.

VALIDITY PERIOD

Offer shall be valid for at least 120 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of 7/13/2023, 20____, as indicated
on the attached certification, by PandC - Bahaa Jizi
(Authorized Representative of Division of Purchase and Contract)

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1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina state government and provides leadership to state government for the effective, efficient, economical, and equitable delivery of services to the public. The department also provides assistance and services to several advocacy programs that serve diverse segments of the state's population that have traditionally been underserved. The Division of Purchase and Contract (P&C) is the strategic force to provide the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources in an effort to provide goods and services.

P&C is seeking qualified Vendors to establish a Statewide Term Contract (STC) to furnish and deliver a comprehensive, multiple manufacturer product lines of new, unused, currently produced various types of tires on an "**As Needed**" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period. Vendor vehicle offerings must meet the following eight (8) categories:

- **CATEGORY A - Pursuit and Performance Tires (Charger, Tahoe, Crown Vic, Explorer)**
- **CATEGORY B - Automobile/Passenger Vehicles**
- **CATEGORY C - Light Duty Trucks: Radial and Bias**
- **CATEGORY D - Medium Commercial/Heavy Duty Trucks /Buses**
- **CATEGORY E - Off-the Road OTR: Radial and Bias**
- **CATEGORY F – Agriculture/Farm**
- **CATEGORY G - Industrial Tires**
- **CATEGORY H – Specialty Tires**

Based on historical data, the State has purchased approximately \$20.0 million worth of Tires during FY 2017-2022 under the previous contract, which included on Category A and B. Note that this solicitation includes all types of tires. No maximum or minimum quantities are guaranteed. The State shall not be obligated to purchase in excess of its normal requirements.

The intent of this Invitation for Bid "IFB" is to receive pricing from qualified Vendors that will offer savings to the State and to confirm, through Vendors' submission of bids, an ability to meet the State's needs.

The Contract resulting from this IFB is mandatory for State Departments, most State Agencies, and State Higher Education Institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Authorized Entities.

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

The intent of this solicitation is to award a Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the "Effective Date"). At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in Ariba, for the purpose of adding new manufacturer(s) to the contract, in order to provide a wide coverage of all types of tires. The awarded Vendors will remain on the contract for the duration of the contract term, under the contract's terms and condition.

In addition, the State reserves the right to extend a contract term after the last active term.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General 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, or other component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, 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 and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, 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 as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	May 22, 2022
Hold Urged & Caution Pre-Bid Conference	State	May 31, 2023 @ 1:00 PM ET Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 272 032 847 183 Passcode: 5y6jFD Download Teams Join on the web

		Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 117 456 490 8 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,175750956# United States, Raleigh Phone Conference ID: 175 750 956# Find a local number Reset PIN
Submit Written Questions	Vendor	June 7, 2023 @ 11:00 A.M ET
Provide Responses to Questions	State	June 12, 2023 or sooner
Submit Bids	Vendor	June 22, 2023 @ 2:00 PM ET Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 235 953 219 114 Passcode: VKVYMy Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 117 349 936 2 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,771818151# United States, Raleigh Phone Conference ID: 771 818 151# Find a local number Reset PIN
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 URGED AND CAUTION PRE-BID CONFERENCE

Date: May 31, 2023
Time: 1:00 PM Eastern Time
Location: **VIRTUAL LINK (See IFB Schedule above)**

Contact: bahaa.jizi@doa.nc.gov
Contact #: 984-236-0218

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-bid conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory pre-bid conference is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

The purpose of this conference is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this IFB. Vendors shall stay for the duration of the *conference*. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

Vendors are cautioned that any information released to attendees during the conference which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

2.6 BID QUESTIONS

Upon review of the IFB documents, 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 "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # DPC-649094025-BJ – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum 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 rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Cover Letter, must include a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor Response (Sections 4.16
- f) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of lines, highest % discount offered off MSRP List, quantity, quality, delivery, service, and/or geographical coverage. It is the State's intent to have multiple manufacturers represented in each category. In the event that two, or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with the most complete offering, and highest % discount offered off MSRP List for a particular manufacturer's product(s). Products offered must currently be available on the manufacturer's published MSRP. Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.

Contracts will be awarded in accordance with G.S. 143-52. All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the requirements set out herein.

The status of a Vendor's e-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration. The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled Confidential Information.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request 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.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do 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.

Bids will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make 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.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

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 believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING SUBMITTAL WORKBOOK and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

Vendors must complete ATTACHMENT A- PRICING SUBMITTAL WORKBOOK to include the following requirements:

- **Product Type**
- **Brand**
- **Tire Type**
- **Tire Line**
- **Size**
- **Description**
- **Load Range/Speed Rating**

- **MSRP List**
- **Discount**
- **NC Contract Price**

4.2 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.4 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Vendor should complete delivery within five (5) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

4.5 EMERGENCY VEHICLE SERVICE PRIORRITY

The successful Vendor(s) shall give Emergency Vehicles (i.e. police vehicles, snow removal equipment, firefighting equipment, ambulances, etc.), during emergency operations, priority service over all other customers including both private and public customers. If there is no emergency, the successful Vendor(s) shall service Emergency Vehicles in their normal priority manner.

4.6 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☒ **Manufacturer** ☐ **Dealer** ☐ **Reseller** ☐ **Distributor**

Authorized: ☒ **Yes** ☐ **No** Attached Manufacturer's Authority: ☐ **Yes** ☐ **No**

4.7 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

4.8 DESCRIPTIVE LITERATURE

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid, at the discretion of the State.

4.9 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.10 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.11 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.12 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

4.13 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase and Contract of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled products to replace, at no cost to the State, any such products promptly.

4.14 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to ensure compliance with the contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

4.15 RETURN POLICY

Vendor shall accept merchandise returns from the State for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to the State, whichever the State requests, within thirty (30) business days on all returns of ordered product that are in original packaging and in re-sellable conditions. The Vendor shall not charge for return fees for inaccuracies or other errors on the part of the Vendor.

4.16 AUTHORIZED DEALERS

A Vendor may bid if it is a manufacturer of the product bid or if it is an Authorized Dealer of that product. If the Vendor is an Authorized Dealer, it shall submit a certification from the manufacturer confirming that Vendor is an Authorized Dealer.

An awarded Vendor may utilize approved, Authorized Dealers, to participate as alternate distribution sources for Vendor. Authorized Dealers may be added at any time during the contract term at the discretion of the Vendor, provided that they agree to comply with all terms and conditions of the awarded contract, with no set minimum or maximum number of Authorized Dealers that may be approved. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s)

Vendor shall specify whether orders must be placed directly with Vendor or may be placed directly with Authorized Dealer(s). If Authorized Dealer(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, Vendor must provide P&C, a list of those designated authorized dealers submitted with its Bid. P&C will require a vendor registration process for all Vendors recommended for Contract Award and their authorized dealers through the E-Procurement System. Authorized dealers must register as an e-Procurement vendor with the State of North Carolina upon contract award and must comply with all terms and conditions of this IFB. Awarded Vendors remain responsible for contract compliance by its Authorized Dealers, and neither an order placed with, or items delivered by, a Vendor's Authorized Dealer shall relieve the Vendor from any obligation under this contract.

Modifications in Authorized Dealer List

If a Vendor allows Authorized Dealers to participate in the Contract, post-award requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted to P&C's Contract Manager for prior approval.

4.17 RECRUITING AND EDUCATION OF APPROVED DEALERS

The awarded Vendor(s) shall agree to continue recruiting dealers to become Approved Distributors for the duration of the Contract term.

4.18 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction.
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 PRODUCT AND SERVICE SPECIFICATIONS

5.1.1 Tires and Tubes Categories

- CATEGORY A - Pursuit and Performance Tires (Charger, Tahoe, Crown Vic, Explorer)
- CATEGORY B - Automobile/Passenger Vehicles
- CATEGORY C - Light Duty Trucks: Radial and Bias
- CATEGORY D - Medium Commercial/Heavy Duty Trucks /Buses
- CATEGORY E - Off-the Road OTR: Radial and Bias
- CATEGORY F – Agriculture/Farm
- CATEGORY G - Industrial Tires
- CATEGORY H – Specialty Tires

5.1.2 General Tire Specifications

All tires shall be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Using Entity. Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one-year limit, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Using Entity.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in sidewall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

5.1.3 Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high-speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Vendors shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

5.1.4 Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.5 Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.6 Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.7 Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.8 Agricultural/Farm (Radial and Bias)

Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.9 Industrial

Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, non-pneumatic, and press on tires.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.10 Specialty Tires

Specialty tires may include, but are not limited to, recreational, all-terrain vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.11 Low Roll Resistance Tires

Because of average fuel economy standards, the auto industry generally equips new vehicles with tires that have significantly lower rolling resistance and better fuel economy than the average replacement tire. Replacement tires do not have to meet original equipment fuel efficiency standards as there is very little information regarding their rolling resistance and their relative fuel economy characteristics.

In the interests of maintaining fuel economy in fleet vehicles, The State would like to contract with manufacturers that offer certified low rolling resistance tires. Vendors shall identify in its response to the IFB whether or not it offers these types of tires and, if so, include them on their MPL and identified them as low roll resistance tires. Vendors shall also offer the fuel economy rating of the tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

5.1.12 Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes must conform to all applicable federal specifications.

All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Using Entity.

5.1.13 Detailed Services Specifications

Vendors are asked to provide pricing on each of the below mentioned listed services that may be performed by their Approved Distributors to include any parts and labor as a total in its bid submittal. If a Vendor does not offer one of the items

listed below, the vendor should mark it as N/A. Approved Distributors must honor the services pricing in the Vendor's bid submittal.

Vendors are asked to provide a list of its Approved Distributors in its response to this IFB. If awarded a Contract, the successful Vendor(s) are responsible for the timeliness and quality of all services provided by the Approved Distributors under this IFB.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin product tires for each product subcategory.

- Tire Installation with purchase in store includes dismount of used tires and tubes.
- Change tire, dismount, and mount.
- Flat repair, remove, repair and mount.
- Flat repair, off vehicle
- Rotate mounted tires (per tire)
- New valve stem rubber or metal
- Wheel balance - computer spin balance (per tire)
- Wheel balance – computer spin balance and valve stem combination

5.1.14 Alignment Services

If a Vendor provides this service, the prices should be listed in Attachment A - PRICING SUBMITTAL WORKBOOK as a percentage discount from list price for parts and a price per hour for labor.

5.1.15 Emergency Roadside Assistance (price per hour for labor or service call)

Vendor's Approved Distributors shall provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Vendor's Approved Distributors to Using Entity identified location), shall occur within the time parameters requested by the Using Entity at the time of contact (one hour, 2-5 hours, 24 hours etc.). Vendor's Approved Distributors shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost-efficient manner. In the event that Vendor's Approved Distributors is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

5.1.16 Studding

Metal implants in the surface of the tread to improve traction on ice.

5.1.17 Siping

The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.

5.1.18 Used tire recycle and disposal fee (per tire)

Vendors shall state the fee to be charged for disposing off used tires in Attachment A- PRICING SUBMITTAL WORKBOOK.

5.1.19 Tire pressure monitoring system (TPMS)

Newer vehicles all come with a tire pressure monitoring system (TPMS) which is built into the tire valve. When new tires are mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

5.2 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

State Contract Administrator: [Bahaa Jizi](#)

CONTRACT ADMINISTRATOR: A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

State Contract Manager: [Kayla. Glenn](#)

CONTRACT MANAGER: A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

Note: In the event the State's Contract Administrator or Contract Manager changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State Contract Manager. The project manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Name & Title of Contract Manager	Kelly Adams - Government Contract Manager
Physical Address	One Parkway South Greenville, SC 29615
Mailing Address	One Parkway South Greenville, SC 29615
Telephone Number	864-630-3979
Email Address	kelly.adams@michelin.com

The name and contact information for the Vendor's Customer Service.

Name & Title of Customer Service	Kelly Adams - Government Contract Manager
Physical Address	One Parkway South Greenville, SC 29615
Mailing Address	One Parkway South Greenville, SC 29615
Telephone Number	864-630-3979
Email Address	kelly.adams@michelin.com

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the Contract Lead for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.4 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Authorized User with an invoice for each order. Invoices shall include detailed line-item information to allow

Authorized User to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Authorized User's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

6.5 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the period the parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under the Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Contract or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 ELECTRONIC PRODUCT CATALOG

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

- a) Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Lead via email at eprocurementdata@its.nc.gov.

The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions "go live".

- b) The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.
- c) The Vendor shall meet the following requirements:
 - 1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
 - 2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
 - 3. Include in the catalog detailed product line-item descriptions; and
 - 4. Include in the catalog any additional content required by the State; and
 - 5. Limit the line-item catalog content to the Vendor's statewide contract offering
- d) The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

6.7 QUARTERLY REPORTS

The Vendor shall be required to provide quarterly Sales Management Reports, in the format of an Excel spreadsheet, to the designated Contract Administrator. Additional Ad Hoc reports will be required, as requested. The Quarterly Sales Management Report shall include, at a minimum:

- 1. **Sales Report (total cost):** by state entity, to include agencies, community colleges, universities, school systems, local government entities.
- 2. **Sales Report (Detail):** to include: Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

Quarterly Sales Management Reports shall be sent to PCReports@doa.nc.gov with the Contract Manager copied at the following e-mail address [Kayla. Glenn](#) Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the Contract.

Each report shall be well organized and easy to read. Vendor shall submit these reports electronically using the [Vendor Quarterly Spend Data Report](#). The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. Vendor shall submit the Quarterly Management Reports by:

By October 15th: Q1 Quarterly Management Report for July – September

By January 15th: Q2 Quarterly Management Report for October – December

By April 15th: Q3 Quarterly Management Report for January – March

By July 15th: Q4 Quarterly Management Report for April – June.

This schedule aligns with the State's fiscal year. If the Contract start date does not align with the start of a quarter, the initial Quarterly Management Report shall be for the period from the Contract start date to the end of the existing calendar quarter. Timely submission of all reports shall be a material term of this Contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within thirty (30) days of any such request. A template for any such reports may be provided by the State, at its discretion.

6.8 BUSINESS REVIEW MEETINGS

Business Review meetings shall be scheduled semi-annually, Business review meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
 - a. Volume Discount
2. Product Cost Savings from MSRP
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post order correction
4. Complete Shipment Rate – Percent of orders filled in one (1) shipment
5. On Time Delivery Rate – Percent of orders delivered within contract delivery term
6. Challenges
7. Improvement Ideas

6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.10 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post award product substitutions are not permitted without prior written approval from the Contract Specialist. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

6.11 PRICE ADJUSTMENTS

The MSRP List proposed by the Vendor shall be firm against any increases for one (1) year from the effective date of the Contract.

Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Administrator. Such requests shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Price increases 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 or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be invoiced at the Contract pricing in effect on the date an order is placed. Invoicing that fails to comport with this provision will subject the Contract to cancellation.

6.12 TAXES

No taxes shall be included in any bid prices.

6.13 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>