STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bid #: DPC-475283035-FS

Grounds Maintenance Equipment

Date Issued: September 2, 2022

Bid Opening Date: October 20, 2022

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Frank Slifer, NCP, NCCM

State Procurement Manager

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-475283035-FS – 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.

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer *ALL* Inquiries regarding this IFB to: ***Frank Slifer, NCP, NCCM State Procurement Manager*** ALL Inquiries regarding this IFB shall be submitted through the Message Board in the Sourcing Tool. See Section 2.0 for Details	**Invitation for Bids # DPC-475283035-FS** **Bids will be publicly opened: October 20, 2022 2:00 PM ET** Due to COVID-19 Requirements of Social Distancing, the Public Bid opening for this solicitation will be conducted via conference call. To hear the bid opening for **DPC-475283035-FS** please click the following link: Click here to join meeting
Using Agency: Statewide Term Contract **Requisition No.: STC 2210B**	**Commodity No. and Description: 2110 - Agricultural and forestry and landscape machinery and equipment**

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: ATMAX Equipment Co.		
STREET ADDRESS: 6902 E. 7th Ave.	P.O. BOX: N/A	ZIP: 33619
CITY & STATE & ZIP: Tampa, FL 33619	TELEPHONE NUMBER: 813-634-1111	TOLL FREE TEL. NO: N/A
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Timothy B. Ward, President		FAX NUMBER: N/A
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL: timw@mowermax.com

Bid Number: DPC-475283035-FS

Vendor: ATMAX Equipment Co.

VALIDITY PERIOD

Offer shall be valid for at least 120 days from date of bid opening, unless otherwise stated here: 120 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 1 day of February, 20 23, as indicated on the attached certification, by _____

(Authorized Representative of Division of Purchase and Contract)

1.0 PURPOSE AND BACKGROUND 5

1.1 CONTRACT TERM 5

2.0 GENERAL INFORMATION 6

2.1 INVITATION FOR BID DOCUMENT 6
2.2 E-PROCUREMENT FEE 6
2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS 6
2.4 IFB SCHEDULE 7
2.5 BID QUESTIONS 7
2.7 BID SUBMITTAL 7
2.8 BID CONTENTS 8
2.9 ALTERNATE BIDS 9

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS 9

3.1 METHOD OF AWARD 9
3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION 10
3.3 BID EVALUATION PROCESS 10
3.4 PERFORMANCE OUTSIDE THE UNITED STATES 11
3.5 INTERPRETATION OF TERMS AND PHRASES 11

4.0 REQUIREMENTS 11

4.1 PRICING 11
4.2 ADDITIONAL DISCOUNT OFFERS/REBATES 12
4.3 PRODUCT IDENTIFICATION 12
4.4 TRANSPORTATION AND IDENTIFICATION 12
4.5 DELIVERY AND INSTALLATION 12
4.6 QUALITY ACCEPTANCE INSPECTION 14
4.7 AUTHORIZED RESELLER 14
4.7 WARRANTY 14
4.8 MAINTENANCE OPTION 15
4.9 DESCRIPTIVE LITERATURE 15
4.10 HUB PARTICIPATION 15
4.11 REFERENCES 15
4.12 VENDOR'S REPRESENTATIONS 16
4.13 FINANCIAL STABILITY 16
4.14 AGENCY INSURANCE REQUIREMENTS MODIFICATION 16
4.15 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS 16

5.0 PRODUCT SPECIFICATIONS 17

5.1 SPECIFICATIONS 17
5.1.1 CATEGORIES 17
5.2 PRE-DELIVERY SERVICE REQUIREMENTS 18
5.3 COMMERCIAL AND ECONOMY CLASS 19
5.3 CERTIFICATION AND SAFETY LABELS 19
5.5 DEVIATIONS 19

6.0 CONTRACT ADMINISTRATION 21

6.2	CONTRACT MANAGER AND CUSTOMER SERVICE	21
6.3	CONTINUOUS IMPROVEMENT	21
6.4	PERIODIC QUARTERLY STATUS REPORTS	21
6.5	BUSINESS REVIEW MEETINGS	22
6.6	ELECTRONIC PRODUCT CATALOG	22
6.7	INVOICES	23
6.8	DISPUTE RESOLUTION	23
6.9	**RETURN/RESTOCKING POLICY**	23
6.10	**OUT-OF-STOCK & BACK-ORDERS**	24
6.11	PRODUCT RECALL	24
6.12	**POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS**	24
6.13	PRICE ADJUSTMENTS	24
6.14	CONTRACT CHANGES	24
6.16	ATTACHMENTS	25

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.

The State through the DOA P&C is seeking qualified Vendors to establish an STC to provide new, unused and in current production commercial and institutional quality for all types of Grounds Maintenance Equipment in sixteen (16) categories throughout the State on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions, and Other Eligible Entities during the contract period.

Vendor offering must meet the following categories:

Category 1: Walk Behind Products/Equipment
Category 2: Mowers and Lawn & Garden Tractors
Category 3: Hand-Held Equipment (Hand-Held Type)
Category 4: Hand-Held Equipment (All Other Not Included Above)
Category 5: Tractors
Category 6: Utility Vehicles
Category 7: Golf & Turf Equipment
Category 8: Combines and Header Equipment
Category 9: Cotton Pickers and Strippers
Category 10: Hay and Forage Equipment
Category 11: Windrowers
Category 12: Tillage
Category 13: Planting & Seeding
Category 14: Sprayers
Category 15: Ag Management Solutions
Category 16: Other grounds maintenance equipment

Based on historical data, the State has purchased approximately $14 million worth of Grounds Maintenance Equipment during the previous five (5)-year contract period. No maximum or minimum quantities are guaranteed for this contract. The State shall not be obligated to purchase in excess of its normal requirements

The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors which will offer a savings to the State and confirm, through Vendors' submission of bids, their ability to meet the State's needs.

The NC General Assembly under NC General Statute 143-52.3 (House Bill 713-Ratified-2011 SL 360) has directed the Department of Administration to use multiple award schedule contracts for the purchase of all ground maintenance, construction, communications, and forestry equipment. This contract specifically covers: Ground Maintenance Equipment defined as: handheld equipment, walk behind products, lawn tractors, lawn and garden tractors, commercial walk behind mowers, zero turn radius mowers, front mowers, and appropriate attachments or equivalent products and attachments.

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

1.1 CONTRACT TERM

The Contract shall have a term of five (5) years, beginning on the date of final Contract execution (the "Effective Date").

The State reserves the right to extend a contract term after the last active term. Notice of Extension will occur 30 days before the end of contract.

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 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	September 2, 2022
Submit Written Questions	Vendor	September 29, 2022 5:00 PM ET
Provide Responses to Questions	State	October 4, 2022 5:00 PM ET
Submit Bids	Vendor	October 20, 2022 Due to COVID-19 Requirements of Social Distancing, the Public Bid opening for this solicitation will be conducted via conference call. To hear the bid opening for **DPC-475283035-FS** please click the following link: **Click here to join meeting**
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 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-475283035-FS – 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 to sections **4.5, 4.7, 4.8, 5.3, 6.2**

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 ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

l) 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 Tool2.10DEFINITIONS, 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.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

1. Contract Administrator - The Contract Administrator shall be the State's point of contact for all contract oversight of contractual needs.
2. Contract Manager - the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.
3. MSRP – Manufacturer Standard Retail Pricing
4. OEM – Original Equipment Manufacturer

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 items in each category offered, highest percentage discount offered off the Manufacturer Standard Retail Price (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 (2), 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 per category, and highest percentage 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.

However, the State reserves the right to award categories separately if it is in the State's best interest. State reserves the right to reject any bid based on functionality, compatibility with specified requirements as well as cost, make separate awards to different Vendors for one (1) or more categories, to not award one (1) or more categories 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.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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 FORM 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.

4.2 ADDITIONAL DISCOUNT OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives, if possible, within the scope of this IFB that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacture or product type, etc. Additional Discount Offers shall be in addition to the discounts bid on percentage discount off items.

Volume or tier discounts, if offered, shall also be based on the published retail MSRP price list. All discounts offered shall remain in effect for the entire contract period and cannot be decreased. However, the discount may be increased, and any such increase shall remain in effect for the reminder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendor may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. It is at the State's sole discretion not to assign value to propose Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discount using the Additional Discount Offers within ATTACHMENT A-PRICING SUBMITTAL WORKBOOK

4.3 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.

ORDERING INFORMATION

Vendors are required, upon request of any user, to provide the user with catalogs and descriptive literature and a listing of authorized dealers complete with toll free phone, FAX numbers and email addresses. This information is to be provided to the ordering agency **within five (5) business days of the request**. Such information shall be provided at no charge to the user. This may be supplied on Flash Drive, or Vendor or Dealer Website in Excel format.

Upon award of the contract the Vendor shall provide to the State toll free phone, fax numbers and email addresses that users of the contract can utilize to conduct business with the Vendor. If orders are required to be places with a Vendor's authorized dealer(s) phone numbers, fax numbers and email addresses are to be provided for all authorized dealers. Regardless of the ordering channel utilized (E-Procurement, phone, fax, email, or in person) or payment method (direct payment, credit card) the State shall receive contract pricing when purchasing contract items from the Vendor.

4.4 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.

4.5 DELIVERY AND INSTALLATION

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

This IFB divides the State's 100 counties4. into **three (3) regions**.

Region I: Alexander, Allegheny, Ashe, Avery, Buncombe, Burke, Caldwell, Catawba, Cherokee, Clay, Cleveland, Gaston, Graham, Haywood, Henderson, Iredell, Jackson, Lincoln, Macon, Madison, McDowell, Mecklenburg, Mitchell, Polk, Rutherford, Surry, Swain, Transylvania, Watauga, Wilkes, Yadkin, Yancey

Region II: Alamance, Anson, Cabarrus, Caswell, Chatham, Cumberland, Davidson, Davie, Durham, Forsyth, Franklin, Granville, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Montgomery, Moore, Nash, Northampton, Orange, Person, Randolph, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Union, Vance, Wake, Warren

Region III: Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Duplin, Edgecombe, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Sampson, Tyrrell, Washington, Wayne, Wilson

Vendor should complete delivery within thirty (30) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from Tampa, FL (city, state) within 180 consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

Category 1: _____ consecutive calendar days.

Category 2: 180 consecutive calendar days.

Category 3: _____ consecutive calendar days.

Category 4: _____ consecutive calendar days.

Category 5: _____ consecutive calendar days.

Category 6: _____ consecutive calendar days.

Category 7: _____ consecutive calendar days.

Category 8: _____ consecutive calendar days.

Category 9: _____ consecutive calendar days.

Category 10: _____ consecutive calendar days.

Category 11: _____ consecutive calendar days.

Category 12: _____ consecutive calendar days.

Category 13: _____ consecutive calendar days.

Category 14: _____ consecutive calendar days.

Category 15: _____ consecutive calendar days.

Category 16: _____ consecutive calendar days.

The Vendor shall contact the agency purchaser as noted on the purchase order at least twenty-four (24) hours prior to delivery.

The potential Vendor is requested to have a minimum of three (3) full-service locations in each region that they quote, to provide service and other requirements under this contract. The brand being offered is requested to have a minimum of three (3) factory authorized service dealers in each region quoted.

 Vendor: ATMAX Equipment Co.

Can your company comply with the requested number of dealers in the regions quoted? Yes __ No X

If No, indicate and explain in detail how your company plans to provide Regional service/coverage:

Warranty and service calls are taken by our Tampa, FL location and then dispatched to our nearest mobile technician. We typically respond within 2-3 days. We have mobile technicians located throughout the eastern US.

4.6 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.

4.7 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 a signed statement from the manufacturer confirming authorization upon request from the agency. 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** N/A

4.8 WARRANTY

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

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☒ YES ☐ NO

Will the Vendor provide warranty service? ☒ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name:	ATMAX Equipment Co.
Company Address:	6902 E. 7th Ave.
	Tampa, FL 33619
Contact Person (name):	Sonny Polston
Contact Person (phone number):	ofc: 813-634-1111 ext. 13 or direct: 813-347-8646
Contact Person (email):	sonnyp@mowermax.com

The Vendor shall specify warranty period for each category and provide documentation with its bid.

4.9 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and those of this IFB. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am to 5:00 pm, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this IFB, if applicable.

4.10 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

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. Vendor can submit links to the distributor/manufacturer website with specification information.

4.11 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.

4.12 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 shall be considered in the evaluation of the bid.

4.13 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.

4.14 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.

4.15 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

☐ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☒ Contract value in excess of $1,000,000.00

4.16 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 SPECIFICATIONS

5.1 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications. Additional manufacturers are welcomed to be submitted, however commonly procured manufacturers in the past five (5) years include:

1. John Deere
2. Husqvarna
3. Stihl
4. Polaris
5. New Holland

5.1.1 CATEGORIES

Category 1: Walk Behind Products/Equipment

This category includes Non-Riding Type, Walk Behind, Self-Propelled Walk Behind, Push Type Brush Cutter, Hydro Walk Behind Mowers, Front & Rear Tire Tillers, Gang Pull Type, Reel, and Flail Type.

Category 2: Mowers and Lawn & Garden Tractors

This category includes lawn tractors, lawn & garden tractors, commercial walk-behind mowers, zero-turn radius mowers, and front mowers, Riding Type with Seat, Heavy Duty, Rotary Type Riding Mowers, Front Mounted Riding Type, Zero Turn Radius Type, Stander Type, 3 Wheel Rider Type, All Terrain, Slope Mowers, Gang Mowers

Category 3: Hand-Held Equipment (Hand-Held Type)

This category includes Trimmers, Brush Cutters, Hedge Trimmers, Edgers, Pole Saws, Power Blowers (Handheld and Back Pack Types), Earth Auger Drills, Chain Saws

Category 4: Hand-Held Equipment (All Other Not Included Above)

This category includes Walk Behind & Pull Type Aerators, Pluggers, Seeders, Turf Rollers, Spreaders, and all other ground maintenance items not listed in other categories

Category 5: Tractors

This category includes Compact Utility Tractors, Utility Tractors and Agricultural Tractors

Category 6: Utility Vehicles

This category includes Utility Vehicles (UTVs), All-Terrain Vehicles (ATV) i.e., Gators, Rangers, etc.

Category 7: Golf & Turf Equipment

This category includes Greens Mowers, Fairway Mowers, Rough, Trim & Surrounds Mowers, Bunker Rakes, Specialty Equipment.

Category 8: Combines and Header Equipment

This category includes Combines and Header Equipment.

Category 9: Cotton Pickers and Strippers

This category includes Cotton Pickers and Strippers.

Category 10: Hay and Forage Equipment

This category includes Round and Square Balers, Mower-Conditioners, Disc Mowers

Category 11: Windrowers

This category includes Auger Platforms, Rotary Platforms, Drapers, Self-Propelled Forage Harvesters, Pull Type Forage Harvesters, Flail Chopper

Category 12: Tillage

This category includes Chisel Plows, Disks, Vertical Tillage, Field Cultivators, Seedbed Finishers, Moldboard Plows, Mulch Finishers, Mulch Tiller, Rippers, Nutrient Application

Category 13: Planting & Seeding

This category includes Planters, Box Drills, Air Seeding Carts and Tools

Category 14: Sprayers

This category includes Sprayers

Category 15: Ag Management Solutions

This category includes GPS Products for Tractor and Implement Guidance.

Category 16: Other

This category includes all other grounds maintenance equipment that does fall into categories 1-15. The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

A Vendor may bid on one (1) or more regions. A Vendor may bid multiple brands in a particular category. An award in a particular product category includes all items in that line of equipment, including accessories, contained in a vendor's catalog.

Note: Parts & Accessories must be available at the percentage discount off the MSRP or other manufacturer's current published price listing (List Price, Suggested Retail Price, etc.) as referenced for each line item's category.

5.2 PRE-DELIVERY SERVICE REQUIREMENTS

All Grounds Maintenance Equipment shall be properly serviced and in proper operating condition, with all mechanical and appearance defects corrected, when delivered to, or designated as ready for pick-up by, the Authorized Entity. Vendor shall perform final checks and service, in addition to any prior factory servicing, on each vehicle ordered, as follows:

1. Have the OEM's recommended pre-delivery service completed.
2. Check of all fluid levels to ensure that they are filled to manufacturer's recommended capacity. (Crankcase, differential, battery, radiator, power steering, transmission, etc.)
3. All Grounds Maintenance Equipment must contain no less than ¼ tank of fuel as indicated by the fuel gauge at time of delivery. The fuel light most NOT be illuminated.
4. Have permanent antifreeze to protect it at a level of -34 °F. Only a low silicate type anti-freeze Shall be used for Vehicles having diesel engines.
5. Be clean, lubricated, serviced, with the fuel gauge registering no less than one half full, all adjustments completed, all components fully functional and operational, and the Vehicle in "road ready" condition.
6. Adjustment of engine to proper operating conditions.
7. All tires inflated to OEM's recommended pressure.
8. Be free from all Dealer signs/emblems, and the removal of all unnecessary tags, stickers, paper, etc.
9. Careful check to ensure proper operation of all mechanical and electrical features.
10. Careful check to ensure absence of appearance defects.
11. Include a copy of the OEM warranty and service policy with all warranty vouchers, certificates, and coupons. Delayed warranty forms are to be provided with the required Grounds Maintenance Equipment paperwork.
12. Have each Chassis, Body, and other applicable components identified with an identification tag that provides the OEM's name, Model, and individual serial number if applicable.,

5.3 COMMERCIAL AND ECONOMY CLASS

Each category shall be divided into a **commercial and economy class**. The Vendor will submit its proposed discount structure for the products listed in the economy and commercial class per category. The Vendor is required to define the meaning of economy versus commercial class. If vendor does not have an Economy or Commercial Class, the line they have can be quoted exclusively.

Define Economy Class

We do not have an Economy Class, only Commercial Class.

Define Commercial Class

We only offer Commercial Class equipment.

5.3 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.5 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.

No deviations

5.6 BACK UP ALARM

Any self-propelled equipment ordered by the State of North Carolina shall have a backup alarm and may be manufacturer or dealer installed. Backup alarm shall be in accordance with SAE J994, electronic type (not ding dong), shall become activated immediately upon backing of equipment (not activated by motion detection), must be audible above the surrounding noise level of the equipment, must be a sealed type unit to protect internal components from moisture, dust and contaminants, resists effects of vibration, single or dual tone is acceptable, and minimum one year warranty shall apply.

Back Up Alarm is REQUIRED for ride-type only for Categories 2 & 7, Lever steer, zero-turn and hydrostatic transmission units are exempt from this requirement

Back Up Alarm is not required in Category 1, 3, 4, 10-15 UNLESS STANDARD EQUIPMENT

5.7 STROBE LIGHT

Strobe/Beacon light, single bulb, specifically designed for outdoor use in 12-volt vehicular installations. Light is to be installed in a location visible from any azimuthal location by a driver seated in an automobile and shall specifically not be blocked by driver of the utility vehicle, its other occupant(s), or its cargo. Pole or equivalent mounting means shall be provided if such is necessary for unblocked visibility of the strobe/beacon light as required above. Light shall be switchable by user, on/off, switch to be conveniently located for access by the seated operator. Color of light shall be selected by the user. Flash rate shall be adjustable or otherwise set at a value typical of best industry practice.

Strobe Light is REQUIRED for ride-type only for Categories 2 & 7, Lever steer, zero-turn and hydrostatic transmission units are exempt from this requirement

Strobe Light is not required in Category 1,3,4, 10-15 UNLESS STANDARD EQUIPMENT

5.8 FIRE EXTINGUISHER

Rechargeable five (5) lbs. fire extinguishers shall be mounted on each unit that is self-propelled in accordance with the Society of Automotive Engineers (SAE), National Fire Protection Association (NFPA) or Federal Motor Vehicle Safety Standards (FMVSS) requirements.

Fire Extinguisher is REQUIRED for ride-type only for Categories 2 & 7

Fire Extinguisher is not required in category 1, 3, 4 UNLESS STANDARD EQUIPMENT

5.9 OPERATOR'S MANUAL

The Vendor shall provide with each piece of equipment two (2) copies of an operation and maintenance manual, and a copy of all warranties. Unit shall come with two (2) operator's and service manuals upon delivery at no additional charge to the end-user. One shall be affixed to the unit and the other will be issued to the end-user.

5.10 TRAINING

The successful Vendor shall provide a qualified representative to instruct the owners' operators in the proper operation, routine maintenance, safety, and service upon delivery for a minimum of four (4) hours, if requested by the end-user.

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

6.1 DOA PURCHASE AND CONTRACT, CONTRACT ADMINISTRATOR

The DOA P&C shall post the Contract Administrator information on the DOA P&C Website, listing of the Statewide Term Contract. The Contract Administrator shall be the State's point of contact for all contract oversight of contractual needs.

6.2 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Vendor Contract Manager	
Contact Name:	Neal Coulter
Contact Office Phone:	813-347-8030
Contact Mobile Phone:	423-595-4897
Contact eMail:	nealc@mowermax.com

Vendor Customer Service	
Contact Name:	Anne Gilkerson
Contact Office Phone:	813-634-1111, ext 10
Contact Mobile Phone:	813-415-5335
Contact eMail:	anneg@mowermax.com

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 as performance progresses.

6.4 PERIODIC QUARTERLY STATUS REPORTS

The Vendor shall be required to provide Sales Management Reports in the format of an Excel spreadsheet, to the designated Contract Administrator on a Quarterly basis. This 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 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

Quarterly Sales Management Reports should be submitted to the Contract Administrator at the following e-mail address ZCReports@doa.nc.gov Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the Contract. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

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.

Within ten (10) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Administrator for approval.

6.5 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

6.6 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 and installation services and pricing within MS Excel format to E-Procurement Services by sending the populated template to the NCeProcurement Team via email at eprocurementdata@its.nc.gov, cc'ing the Contract Administrator.

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 INVOICES

Vendor shall invoice the buying Purchasing entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency 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, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 RETURN/RESTOCKING POLICY

Vendor shall accept merchandise returns from users for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) business days on all returns of ordered products that are in original packaging and in re-sellable conditions. Vendor shall not impose a restocking

fee on users for merchandise that has been returned, unless it is a specialty item and the user has been notified, at the time of placement of order, of the potential restocking fee.

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Vendor or product performance, shall be returned at Vendor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge.

6.10 OUT-OF-STOCK & BACK-ORDERS

The Vendor shall notify the Purchasing Agency's Buyer when one (1) or more items in an order cannot be delivered within the time specified. After notification to Buyer by Vendor of a fulfillment delay of one (1) or more items in the order, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before Buyer is notified that the delayed item or other cancelled items in the order have shipped.

6.11 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the NC Contract Administrator and state entity purchaser of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.12 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.

6.13 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Administrator, which shall include the reason(s) for the request and contain supporting documentation for the need. 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 shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.14 CONTRACT CHANGES

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

6.15 TAXES

No taxes shall be included in any bid prices.

6.16 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

The remainder of this page is intentionally left blank