

COVER LETTER


December 27, 2023

State of North Carolina
Division of Purchase and Contract
RE: IFB DPC-704600681-BJ
Fleet Vehicles - All Types

Sirs,

This letter is to confirm that Performance Ford, Inc., here after Performance Ford, affirms that they have read the above referenced IFB in it's entirety, including all related addenda, and agrees to perform in accordance with the scope of work, requirements and specifications as spelled out in the final draft of the referenced IFB. Performance Ford further agrees to comply with all lawful instructions, terms and conditions, and attachments provided in the final draft of IFB #:DPC-704600681-BJ.

Respectfully,



Gene T. Daniel
Government Sales Manager
Performance Ford, Inc.

Title Page

Company Name: **Performance Ford, Inc.**

Address: **213 Southeast Blvd
Clinton, North Carolina 28328**

Dealership Phone: **(910) 592-6056**

Government Sales: **(910) 592-5337**

Government Sales Manager: **Gene Daniel**

**gdaniel@ramclinton.com
(910) 592-5337**

IFB #: **DPC-704600681-BJ**

Fleet Vehicles - All Types



SOLCITATION ADDENDUM

Issuing Agency:	Division of Purchase & Contract
Solicitation Number:	DPC-704600681-BJ
Solicitation Description:	Fleet Vehicles - All Types
Solicitation Opening Date and Time:	January 4, 2024 @2:00 PM ET
Addendum Number:	1
Addendum Date:	December 4, 2023
Purchasing Agent:	Bahaa Jizi

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR RESPONSE TO REJECTION.

1. The Solicitation is hereby modified as follows:

SOLICITATION NUMBER: Error! Reference source not found. **DPC-704600681-BJ**

ADDENDUM NUMBER: Error! Reference source not found.1

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
1	Execution Page	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 incorporated below. Reference: NORTH CAROLINA GENERAL TERMS AND CONDITIONS.pdf	Revised North Carolina General terms and Conditions as of 11/20/2023 North Carolina General Terms and Conditions
2	5.1 GENERAL SPECIFICATIONS	Two (2) sets of keys with knockouts removed or two (2) Key Fobs.	Two (2) factory supplied keys with keyless entry.
3	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. Price increase requests shall be submitted in writing to the Contract Manager, 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.	The percentage discount off MSRP List proposed by the Vendor shall be firm against any decrease for one (1) year from the effective date of the Contract. Percentage decrease requests shall be submitted in writing to the Contract Manager, which shall include the reason(s) for the request and contain supporting documentation for the need. Percentage decrease will be negotiated and agreed to by both the State and Vendor in advance of any percentage decrease 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 percentage increases 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.

2. The following are questions received about the Solicitation and the State's response to those questions:

Question #	Document Section	Vendor Question	State's Response
1	Section 4.8	Can we bid on this contract with the Raised Roof Light Vehicle as an authorized reseller (article 4.8)	No. Raised Roof Light Vehicle are not part of this solicitation.

SOLICITATION NUMBER: Error! Reference source not found. **DPC-704600681-BJ**

ADDENDUM NUMBER: Error! Reference source not found.1

Question #	Document Section	Vendor Question	State's Response
2	General	Price can be adjusted to reflect the change in the model year that will cause dealers to bid using 2024 pricing. Given the timing of the IFB and anticipated pricing schedules for 25MY, dealers will have to turn around and submit a price increase for 25MY, as our manufacturer no longer guarantees roll over pricing.	Please see Addendum Modification #3, above.
3	Executive Order 50	NC Price Preference: Previous IFBs for the NC70A contract have included an In State Price Preference in the terms and conditions designed to maximize the chances of NC tax funds being spent with North Carolina based vendors. Will there be an NC Vendor Price Preference specification added to this IFB?	No. NC Price Preference – EO-50 Price Matching does not apply.
4	Page 5, Section 1.0, Paragraph 7	Please define which agencies or entities are authorized to utilize this contract for vehicle procurement. Understand that just because the State allows an entity to purchase off of this contract, the manufacturer's may not offer government concessions to entities that they deem non-government agencies.	Please refer to the link below for State Agencies, Community Colleges and Higher Education are considered state government agencies. https://www.nc.gov/your-government/state-organizations LEAs, local government, and municipalities are considered non-government agencies.
5	Page 10, Section 3.1, Paragraph 2	Please clarify what "Submission of price schedules developed specifically for this bid WILL result in disqualification from award consideration" means.	Vendors are not permitted to devise their own pricing structure for this bid. The pricing schedule must align with the manufacturer's pricing, as supplied to its authorized dealers for each offered vehicle.
6	Page 11, section 3.3, Paragraph 3	Please provide the location/url where the Bid Tabulation will be available.	The PRE-bid tabulation will be provided through the eVP tool. Only the names of the bidders will be provided in the Pre-Bid Tabulation.
7	Page 12, Section 4.1	Please confirm that the State will not be providing specific body models for pricing, and that the vendor is responsible for determining which body models they will be providing pricing for.	Correct, Vendors shall provide the make, model for each vehicle being offered in each category.

Question #	Document Section	Vendor Question	State's Response
8	Page 15, Section 4.7, Item#1	It is not possible for a vendor to know days to delivery at purchase order receipt date, or at any stage during the order, scheduling, production, or delivery stages. Supply constraints, collective bargaining delays, and transport delays are all parts of the current vehicle production/delivery model and are beyond the control of dealers, and thus this language should be amended or removed.	Provision will remain. An expected delivery time is required to manage and maintain expectations for the need of vehicles. Communication may be updated (See Section 4.7.5) as adjustments are required.
9	Page 18, Section 5.0, Paragraph 2:	Please clarify what "Two (2) sets of keys with knockouts removed or two (2) key fobs" means. This could be amended to "Two factory supplied keys" since it doesn't look like keyless entry is a minimum requirement of this IFB	The term "knockouts" refers to small, detachable sections often found on key blanks. Removing knockouts means that any additional, removable sections on the keys have been taken out, leaving the keys in their final, usable state. This might be done during the manufacturing process or before the keys are provided to the Purchasing Entity. See Addendum Modification #2, above. This requirement is amended as follows: Two factory supplied keys with keyless entry.
10	Page 24, Section 5.20:	The requirement for special colors was removed from the current NC70A contract as NCDOT and NC Forestry were purchasing white vehicles. Can you confirm that the State will be requiring these special colors again? On previous IFBs, this requirement restricted competition as only one manufacturer was able to conform to this requirement.	Section 5.2 SPECIAL COLORS shall remain should an agency requires a special color paint.
11	Executive Order #50	I don't see any reference to Executive order #50 "Enhanced Purchasing Opportunities for NC Businesses" as in previous bids.	See answer to question 3 above.

SOLICITATION NUMBER: Error! Reference source not found. **DPC-704600681-BJ**


ADDENDUM NUMBER: Error! Reference source not found. **1**

Question #	Document Section	Vendor Question	State's Response
12	General	<p>Along with our existing manufacturer products, we are now representing a new Electric Vehicle Line which offers Electric Cargo vans, Passenger vans & Cab Chassis. I would like to submit pricing on these for this current bid.</p> <p>Do I add these on the same pricing workbook as a separate sheet - one Tab at the bottom of the spreadsheet would be Vendor Manufacturer and the other would be Vendor Electric Vehicle Option? Or what is the correct procedure for this?</p>	<p>Please read the instruction #3 provided in Attachment A- Pricing Submittal Workbook.</p> <p>Make Copies of this workbook as necessary to portray all manufacturing lines being offered for each Category. Provide a separate Pricing Submittal Workbook for Electric Vehicle Options.</p>

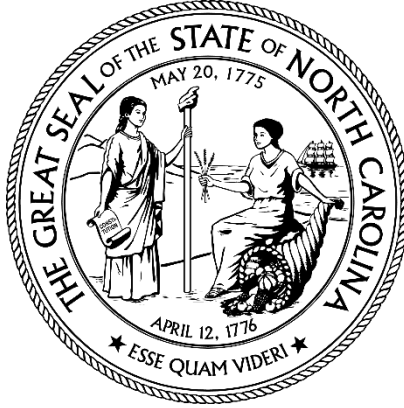
Check **ONLY ONE** of the following options and return one properly executed copy of this Addendum prior to the Solicitation opening time and date.

- ☐ A response was submitted prior to this Addendum. An updated response has been submitted to address the changes resulting from this Addendum.
- ☐ A response was submitted prior to this Addendum. **NO CHANGES have resulted** from this Addendum.
- ☒ A response was **not** submitted prior to this Addendum. **ANY CHANGES resulting** from this Addendum are included in our response.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

	12-27-2023
Authorized Signature	Date
Gene Daniel	Government Sales Manager, Performance Ford, Inc.
Printed Name	Title

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME



STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bids #: DPC-704600681-BJ

Fleet Vehicles – All Types

Date Issued: November 2, 2023

Bid Opening Date: January 4, 2024

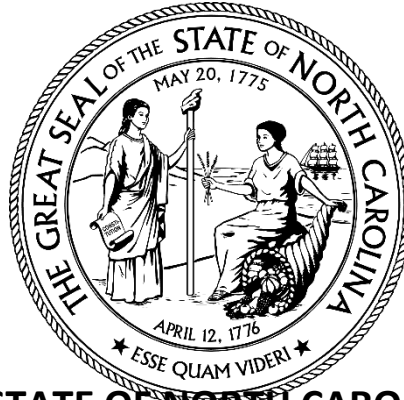
At 2:00 PMET

Direct all inquiries concerning this IFB to:

Bahaa Jizi

State Procurement Manager

Email: [Bahaa Jizi](mailto:Bahaa.Jizi@nc.gov)



STATE OF NORTH CAROLINA

Invitation for Bids

DPC-704600681-BJ

Type text here

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

PERFORMANCE FORD, INC.

Vendor Name

378441

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer <u>ALL</u> Inquiries regarding this IFB to: All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (Only) based on the schedule in Section 2.4 IFB SCHEDULE	Invitation for Bids #DPC-704600681-BJ
	Bids will be publicly opened: January 4, 2024 @2:00 p.m. EST.
Using Agency: P&C STC #2510A	Commodity No. and Description: 251015 Passenger Motor Vehicles

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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 incorporated below**. 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: PERFORMANCE FORD, INC.		
STREET ADDRESS: 213 SOUTHEAST BLVD.	P.O. BOX:	ZIP:
CITY & STATE & ZIP: CLINTON, NORTH CAROLINA 28328	TELEPHONE NUMBER: 910-592-5337	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: GENE T. DANIEL, GOVERNMENT SALES MGR.		FAX NUMBER: 910-592-5008
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 01/03/24	E-MAIL: gdaniel@ramclinton.com

Bid Number: DPC-704600681-BJ

PERFORMANCE FORD, INC.

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing 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 January 20, 2024, 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.

The State of North Carolina (State) through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking qualified Vendors to establish a Statewide Term Contract to furnish and deliver a comprehensive, multiple manufacturer product line of new, unused, currently produced fleet and zero emissions vehicles 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 categories:

- **CATEGORY A** SEDANS, All Types and Configurations
- **CATEGORY B** SUV/CROSSOVER, All Types and Configurations
- **CATEGORY C** VANS, All Types and Configurations
- **CATEGORY D** LIGHT TRUCKS, All Types and Configurations
- **CATEGORY E** MEDIUM AND SUPER DUTY TRUCKS, All Types and Configurations
- **CATEGORY F** PASSENGER VANS/CARGO VANS/CREW VANS, All Types and Configurations
- **CATEGORY G** CAB AND CHASSIS - All Types and Configurations
- **CATEGORY H** POLICE PURSUIT VEHICLES/SPECIAL SERVICE VEHICLES (PPV/SSV) SEDANS, VANS, & TRUCKS, All Types and Configurations
- **CATEGORY I** ELECTRIC (ZEV) HYBRID VEHICLES ALL TYPES (Sedan, Vans, SUV, & Trucks) - All Types and Configurations

To comply with Governor Cooper's Executive Order 80, North Carolina's Commitment to Address Climate Change and Transition to a Clean Energy Economy (October 29, 2018), the contract resulting from this solicitation intends to provide any type of vehicle to support the State's vehicle needs, including Alternative Fuel Vehicles (AFVs) and Zero Emission Vehicles (ZEVs).

Based on historical data, the State has purchased approximately \$210 million worth of Fleet Vehicles during FY 2021-2023 under the previous contract. 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 Bids "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.

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"). At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in the Ariba Sourcing Tool for the purpose of adding new manufacturer(s) to the contract, to provide a wide coverage of vehicles. The awarded Vendors will remain on the contract for the duration of the contract term unless terminated for convenience or cause (failure to perform under the original contract terms and conditions).

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

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, or issues regarding any 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 the process of negotiations 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).

The State may exercise its discretion to consider Vendor proposed modifications. 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 unless expressly agreed to during negotiations and incorporated by way of Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

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	November 2, 2023
Hold Urged & Caution Pre-Bid Conference	State	<p>November 14, 2023 @ 10:00 AM ET</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 231 251 080 181 Passcode: nZBmpV Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 114 394 743 0 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,228283769# United States, Raleigh Phone Conference ID: 228 283 769# Find a local number Reset PIN</p>
Submit Written Questions	Vendor	November 27 2023 @ 10:00 A.M ET
Provide Responses to Questions	State	December 4, 2023 or sooner
Submit Bids	Vendor	<p>January 4, 2024 @ 2:00 P.M EST.</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 213 433 400 217 Passcode: pkXDxF Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 113 212 655 7 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,33326488# United States, Raleigh Phone Conference ID: 333 264 88# Find a local number Reset PIN</p>

Contract Award	State	February 1, 2024 or sooner
Contract Effective Date	State	February 1, 2024 or sooner

2.5 URGED AND CAUTION PRE-BID CONFERENCE

Date: November 14, 2023
 Time: 10:00 AM 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.

Vendor is cautioned that any information released to attendees during the pre-bid conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered as 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-704600681-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. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole 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, in the required relative **Content Section**. 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 the following: (i) 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; (ii) a statement that Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- 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 5.0 & 6.0
- 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 lowest 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.- Products offered must currently be available in 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 multiple vendors per manufacturer to provide comprehensive coverage of vehicles without any unforeseen interruptions due to a plant closing, chip shortage, or supply chain issues. **Multiple awards in each category per manufacture will allow the State with the flexibility to select the dealer of its choice based on:**

- Vehicle availability
- Dealer geographic location
- Lead Time
- Warranty Service
- Better working relationship

While the intent of this IFB is to award a Contract(s) to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items 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.

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 COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

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 all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award... 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.

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 **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, 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

Vendor's bid price shall be based on the MSRP Base Price for a single vehicle including all standard equipment provided with the vehicle, to include all applicable OEM fees, (e.g., all applicable charges for shipping, delivery, handling, administrative, vehicle inspection and other similar fees. etc.). The evaluation will be based upon the Vendors Fixed Fleet Vehicle Price for the year model per Manufacturer on ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.

The Vehicles Shall include all standard equipment normally sold and marketed to the retail public, unless otherwise directed by an Authorized User. Vehicles Shall be new, (i.e., the equitable or legal title to which has never been transferred by a manufacturer, distributor, or Dealer to an ultimate purchaser). "Demos" or "used" Vehicles are outside the scope of this Contract and Shall not be sold in response this bid solicitation.

Vehicle pricing paid by the State or any buying entity under this Contract shall be the State Government Fleet Price, which will be fixed for the year model of each vehicle offered under the contract. The dealer invoice will show the State's Government Fleet Vehicle Fixed Price, plus any optional equipment.

The Vendor shall provide a complete offering for all types of vehicles, including ZEV, in each of the nine (9) categories listed to include the following information:

- Model name
- Model Number
- Vehicle Description and configurations
- MSRP Base Price
- NC % Discount
- NC Contract Price
- Year Model
- Rebate
- Parts & Accessories Discount Off MSRP List Price
- Option Packages Off MSRP List Price

4.2 OEM PARTS, ACCESSORIES AND AFTERMARKET COMPONENTS PRICING

Vendors shall provide the highest % discount for OEM parts, accessories and aftermarket components for all types of vehicles offered under the contract. Parts and Accessories are over the counter purchase from the dealer's parts department.

4.3 ADDITIONAL SAVINGS OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives/rebates, 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 vehicle type, etc. Additional Discount Offers shall be in addition to the discounts Vendor offers as a Discount Off MSRP List Price.

If a rebate is offered, it will be based on reported sales, on a quarterly basis (see Section 6.6 QUARTERLY REPORTS). The Vendor shall submit the rebate amount due by check with the "Contracts Number," "Report Amount," and "Report Period" on either the check stub or other remittance materials. The payment shall be made by check as described herein.

Checks shall be payable to: NC Division of Purchase and Contract

Checks shall be mailed to:

**DOA/Division of Purchase and Contract
325 N. Salisbury Street
Raleigh, NC 27603**

All discounts in Vendor's bid shall remain in effect for the entire contract period and shall not be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder 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. Vendors 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 the proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. The State has sole discretion to not assign value to Vendor's proposed Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discounts using the Additional Discount Offers within ATTACHMENT A-PRICING SUBMITTAL WORKBOOK.

4.4 PRODUCT IDENTIFICATION

MAKE AND MODEL

Manufacturer's name and model/catalog numbers used in all Categories are for the sole purpose of identification and to establish the general quality level desired. Such references are not intended to be restrictive, and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from state-provided specifications must be pointed out and the nature of the deviation described in its bid. Also, Vendors must include with their bid sufficient documentation to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the specified item.

Representative vehicle manufacturers are as follows:

- **CDJR**
- **Chevrolet**
- **Ford**
- **GMC**
- **Honda**
- **Hyundai**
- **Kia**
- **Nissan**
- **Toyota**

BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in Category H, (Police Vehicles PPV/SSV) of this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

- **BRAND SPECIFIC APPLIES TO CATEGORY H (POLICE VEHICLES PPV/SSV) ONLY**
- **NO SUBSTITUTIONS WILL BE ALLOWED.**

REPRESENTATIVE VEHICLE MANUFACTURERS ARE AS FOLLOWS:

CATEGORY H: POLICE PURSUIT VEHICLES/SPECIAL SERVICE VEHICLES (PPV/SSV)

- **CDJR**
- **Chevrolet**
- **Ford**
- **Mercedes Benz Vans ONLY (PASSENGER VANS/CARGO VANS/CREW VANS, CAB AND CHASSIS - All Types and Configurations**

4.5 ORDERING INFORMATION

Vendors are required, upon request, to provide the buying entity with catalogs and descriptive literature and/or URL address with vehicle descriptive literature (including exterior and interior colors), manufacturer's user-accessible URL for MSRP of all OEM options and/or Aftermarket Components, and NC pricing for OEM options and/or Aftermarket Components. This information is to be provided to the buying entity within three (3) business days of the request. Such information shall be provided at no charge to the buying entity. Vendors are required to provide the buying entity with all information pertinent to the placement of and payment for orders to include the following information:

1. Contract number;
2. Vendor business name;
3. General description of Vehicle(s);
4. Make, Model and Model Code of the Vehicle(s);
5. Option Code(s) and descriptions, if applicable.
6. Make, Model, part numbers and descriptions, of Aftermarket Components/Options, if applicable.
7. NC Price for Vehicle(s);
8. Quantity ordered;
9. Total Price
10. Total Aftermarket Component/Options cost, if applicable.

The buying entity shall issue a purchase order (PO) to the Vendor, and such purchase order shall bear the contract or bid number, vehicle specification make and model, and contact information (phone number and email address). The purchase order shall be placed by the buying entity directly with the Vendor and shall incorporate by reference the contract solicitation terms and conditions. Required delivery or due dates should be discussed between the buying entity and the Vendor at the time of the PO. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.

If a Vendor receives a purchase order for a vehicle for which they were not awarded, the Vendor must notify the buying entity and the Contract Administrator and return the purchase order to the buying entity within three (3) business days.

All vehicles ordered prior to the manufacturer's close of production shall be supplied in the manufacturer's next model run of that class vehicle even it requires supplying a later model at the original bid prices.

4.6 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 miscellaneous fees included in Vendor's 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 Authorized User'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.

4.7 DELIVERY

Vendors shall be required to deliver vehicles anywhere within the State of North Carolina Boundaries, as designated by the Authorized User on the Purchase Order.

Successful Vendor(s) shall complete delivery as indicated on ATTACHMENT A-PRICING SUBMITTAL WORKBOOK. All orders shall be delivered to the location specified by the Authorized User in the Purchase Order. The Awarded Vendor shall notify Authorized User at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the vehicle(s) if the agency so requires on its purchase order.

The following provisions for delivery time Shall apply:

1. Delivery time Shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order (After Receipt of Order ("ARO")). All Vehicles must be delivered within the number of days previously agreed upon by the Vendor and Authorized User. Failure to deliver within the previously agreed upon time period may result default of the contract.
2. Vendor shall provide Written acknowledgement of orders within two (2) business days after Receipt of Order.
3. Vendor shall provide ordering Authorized User with anticipated shipping date of completed Vehicles upon receipt of purchase order or at the pre-production meeting. If the anticipated shipping date cannot be provided by the Vendor at the time of the acknowledgement of order, then the Vendor shall provide the Authorized User with a reasonable explanation for not providing a date and shall provide the anticipated delivery date at the time it becomes known to the Vendor.
4. Unless otherwise agreed-upon by the Authorized User, the Vendor shall furnish the Authorized User with Written acknowledgement of the delivery date to the Authorized User at least fourteen (14) calendar days prior to shipment.
5. If delivery will not be made within the delivery time, the Vendor is required to notify the Authorized User in writing within one (1) Business Day of when Vendor knows the delivery shall not be made within the delivery time. This notification must include the reasons for the delay and the latest date the Vehicle shall be delivered. Should the delay not be acceptable to the Authorized User, the Authorized User may submit a Vendor Compliant Forms.
6. All correspondence on delivery time shall be directed to the ordering Authorized User's contact person.

In the event delivery is not received within the Contract delivery period, the Vendor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost incurred as a result. If circumstances beyond the control of the Vendor result in a late delivery, it is the responsibility and obligation of the Vendor to make the details known immediately to the Contract Administrator and the Authorized User.

4.8 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

4.9 WARRANTY

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

4.10 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.

4.11 DESCRIPTIVE LITERATURE

Vendors shall submit with the bid a vendor link to all the vehicles being offered.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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 condition. The Vendor shall not charge for return fees for inaccuracies or other errors on the part of the Vendor.

4.17 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 VEHICLE SPECIFICATIONS AND REQUIREMENTS

5.1 GENERAL SPECIFICATIONS

The specifications herein describe current model year production vehicles that shall be new, unused, and not a demo type, with no concealed damages and equivalent in style, quality, and appointments to those offered to the general public. The vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturers' published literature, except for those accessories and equipment where furnishing such would conflict with a specific requirement otherwise called for herein. In such cases, the specific requirement herein takes precedence. Changes in standard equipment that the manufacturer may make after bid opening shall have no effect on the equipment included in vehicles delivered in response to this bid unless the State, at its sole option, elects to accept the changes. Vendor must be officially authorized to offer all makes and models included in its bid, whether requiring conventional fuels (including diesel) or alternative fuels.

Note: All vehicles listed in ATTACHMENT A-PRICING SUBMITTAL WORKBOOK shall include the following standard package unless otherwise requested by the buying entity:

- **Automatic Transmission**
- **Power Windows**
- **Power Locks**
- **Two (2) sets of keys with knockouts removed or two (2) Key Fobs.**

Special Service Vehicle (SSV) – Specialized vehicles that are generally heavier duty vehicles that may come with specialized option packages that are used for specific tasks but are not recommended by the manufacturer for use as pursuit vehicles.

5.2 AUTHORIZED CUSTOMERS OF POLICE PURSUIT VEHICLES (PPV)

The Police Pursuit Vehicles (PPV) is available to any and all units of local governments/political subdivisions including, but not limited to, county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities, and any private university and college within the State of North Carolina.

All Customers are bound by their individual governing purchasing ordinances, rules and regulations. All Vendors/dealers are governed by their manufacturer's agreement.

Note that for batteries, alternators, and engine size, Vendor may NOT offer smaller than the manufacturer's standard sizes as advertised in manufacturer's current published literature, regardless of the requirement herein. For example, if a 500 CCA battery is required, and the mfr. offers a 650 CCA battery as standard, with an optional (deduct) battery at 540 CCA, Vendor may NOT offer the 540 CCA battery. Vendor must offer the standard 650 CCA battery.

Any equipment that is Vendor-furnished (when allowed in accordance with this IFB) shall be fully compatible with the specific vehicle purchased and shall be typical of best industry practices with respect to quality, size, color, material, construction, and any other applicable characteristics. The State (or Other Authorized Entity purchaser, if applicable) shall have final approval of Vendor-furnished equipment using the above criteria, at the time of delivery or before such equipment is ordered by the Vendor, whichever is more appropriate.

All manufacturer's standard exterior/interior color combinations are to be available on a single-vehicle or multiple-vehicle basis, as required, and will be specified on the respective purchase order. Any non-standard color with minimum color restrictions shall be noted by the Vendor on the appropriate line item.

Only the following brands of tires are acceptable for this Contract: Bridgestone/Firestone, Continental, Michelin, BF Goodrich, Hankook, Uniroyal, and/or Goodyear. Vendor must specify which brand(s) of tires it will be providing under this Contract.

5.3 Zero Emission Vehicle (ZEV)

The State is encouraging vendors to provide ZEV that produces no tailpipe emissions of greenhouse gases and pollutants during operation. ZEVs are designed to significantly reduce or eliminate the environmental impact associated with traditional internal combustion engine vehicles, which contribute to air pollution and climate change.

There are several types of ZEVs, each utilizing different technologies to achieve zero emissions:

1. Battery Electric Vehicles (BEVs): These vehicles are powered solely by an electric motor that draws energy from an onboard battery pack. BEVs store electricity from an external power source, such as the electric grid, and use it to propel the vehicle. They produce zero tailpipe emissions and offer a range that depends on the capacity of their battery pack.
2. Fuel Cell Electric Vehicles (FCEVs): FCEVs use hydrogen as their fuel source and employ fuel cells to convert hydrogen and oxygen into electricity, which then powers the electric motor. These vehicles emit only water vapor as a byproduct, making them completely emission-free. FCEVs typically have a longer range compared to BEVs and can be refueled relatively quickly.
3. Plug-in Hybrid Electric Vehicles (PHEVs): PHEVs combine an internal combustion engine with an electric motor and a rechargeable battery pack. They can operate on electric power alone for a limited range, after which the internal combustion engine kicks in. PHEVs offer the advantage of extended range and the ability to recharge the battery pack through external power sources, reducing overall emissions.

5.4 B20 FUEL COMPATIBLE ENGINES

The State is requiring the purchase of diesel engines that are B20 compatible in accordance with NC General Statute 143-341(8)i. On items for which "B20 Compatible" is required in the specification, only bids specifying that B20 compatible engines are available for those line items will be considered for award. This requirement shall have no effect on the vehicle warranty as required.

5.5 15-PASSENGER VANS

Fifteen (15) Passenger vans do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses. State Law requires that all vehicles used to transport students for instructional purposes be designed and equipped in accordance with federal school bus construction specifications. Thus, a school system may not use a van that does not meet federal standards to transport students for instructional purposes (ref. G.S. 115C-240(c) and 242).

By execution and delivery of its bid, Vendor represents and warrants that it will sell a 15-passenger van to a school or school district only after receipt of a written statement from the ordering school that the vehicle will NOT be used to transport students to school or school-related events.

5.6 CARGO VANS

A manufacturer's cargo version of the minivan (or any van referenced herein) shall not to be converted to a passenger version by adding seats. Failure to comply with this requirement shall constitute sufficient cause to terminate Vendor's Contract for default.

5.7 DEALER EMBLEM

No decals or markings of any type pertaining to advertisement or identification of Vendor shall be allowed on or in any vehicle delivered under this Contract.

5.8 HIGH INTENSITY DISCHARGE (HID) HEADLIGHTS

HID headlights are prohibited on all vehicles provided under this Contract. Line items offered only with HID headlights may not be considered for award. By execution and delivery of its bid, Vendor represents and warrants that no line item on which it has bid is offered equipped only with HID headlights. Vendor shall not deliver any vehicle ordered under this Contract equipped with HID headlights.

5.9 GENERAL WARRANTY REQUIREMENTS

In addition to Section 4.10 Warranty above, the following general warranty requirements shall apply to all Vehicles provided under the Contract.

1. The Vendor shall warrant the Vehicle and related Options and/or Aftermarket Components against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts. Warranty service shall be available within the State of North Carolina and shall be honored by all the manufacturer's Dealers in the State of North Carolina.
2. The Authorized User Shall be responsible for any Vehicles procured under the Contract requiring warranty service, unless otherwise agreed upon by the Vendor. Upon Authorized User request, the Vendor may provide delivery and/or pickup service. Any fee for such service is at the discretion of the Vendor and must be agreed upon by the Authorized User prior to service.
3. The warranty period for all coverage shall begin on the date the Vehicle is put in service by the Authorized User. The Authorized User may request a delayed warranty start date when the in-service date is after the delivery date of the Vehicle to the Authorized User. Delayed warranty forms are to be provided with the required motor Vehicle paperwork. Where Vehicles develop Chronic Failures during the warranty period, Vendor Shall extend the warranty period following correction of such failures, for a period of time equal to the period of time the Vehicle was out of service.
4. The vendor shall be responsible for all warranty claims related to the Vehicle, including Aftermarket Components, as provided by the Vendor at the time of delivery. All components supplied by the Vendor shall be included and covered by the basic Vehicle or Aftermarket Component warranty. OEM replacement parts are to be new, not remanufactured, unless the OEM has specified that a replacement part be remanufactured, or prior approval has been granted by the Authorized User. All warranties Shall cover all labor and parts replacement during the warranty period. Normal wear and tear items Shall be warranted in l be of OEM quality or higher. Service Shall the warranty. See Appendix B, Section 54 Warranties. The Vendor Shall furnish with each repaired Vehicle an information sheet that indicates the type of warranty work performed, parts replaced, and number of labor hours involved.
5. Any warranty requirements included in the Authorized User Specifications are considered minimum. If a minimum warranty requirement is not stated in the Authorized User shall guarantee such equipment against defective materials and workmanship for a period of one (1) year from the in-service date, with no mileage limitation. If the manufacturer's standard warranty exceeds the warranty stated in the Authorized User Specifications, or the minimum one (1) year warranty stated herein, then the manufacturer's standard warranty Shall apply.
6. Whenever extended warranty packages are being offered by the OEM or the Vendor at "No Additional Charge," the extended warranty packages shall be extended to all Contract purchases during the time period that the extended warranty packages are offered.
7. All Vehicle Warranties, including extended warranties, shall be provided in Written or electronic form to the Authorized User.

5.10 PRE-DELIVERY SERVICE REQUIREMENTS

All vehicles 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 all fluid levels to ensure that they are filled to the manufacturer's recommended capacity. (Crankcase, differential, battery, radiator, power steering, transmission, etc.)
3. All vehicles must contain no less than ¼ tank of fuel as indicated by the fuel gauge at time of delivery, except for vehicles and equipment with tanks over thirty-five (35) gallons in capacity, in which case the vehicle must contain a minimum of ten (10) gallons of fuel. The fuel light must 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 manufacturer'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 motor Vehicle 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. Tags Shall be affixed in an accessible and readable position on the item.
13. If a Vehicle with a Body Upfit, include a bill of materials or line-setting ticket. The bill of materials shall list by part number, capacity, size or otherwise, all major components of the Vehicle (engine, frame, transmission, drive line, axles, alternator, storage battery, fuel tank, etc.). The bill of materials Shall be at least as comprehensive as the OEM's line-set ticket.
14. If towed to the Authorized User for delivery, the towing device may not be attached in such a way that holes are drilled in the bumper of the Vehicle being towed. Drilling of holes in the Vehicle bumpers is not permitted. Any bumper damaged by a towing device shall be replaced by the Vendor at no charge to the Authorized User. If a Vehicle is being towed by another Vehicle, the Vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.
15. Successful completion of a State of North Carolina Motor Vehicles Inspection prior to delivery.
16. A certificate of origin shall be furnished to the owner.
17. Front license plate brackets (or standard feature to securely attach plate) must be furnished and installed on all vehicles.

The Vendor is cautioned that failure to comply with the above service requirements shall constitute sufficient cause to terminate Vendor's contract for default.

Vendor shall secure a signed receipt from the Authorized User certifying delivery of a Vehicle and odometer reading. from Vehicles that have an odometer. In the event deficiencies are later noted and a properly signed receipt cannot be found, Vendor shall be responsible for certifying delivery and odometer reading.

An Authorized User may choose to stagger the delivery of Vehicles over a period of time, and to multiple delivery locations, as specified on the Purchase Order. For example, an Authorized User may order forty (40) Vehicles with instructions to deliver four (4) Vehicles to each of ten (10) locations over a period of time.

To assure proper pre-delivery service, the Vendor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form (examples are listed below)

- Chrysler New Preparation, Inspection and Road Test
- Ford Pre-Delivery Service Record
- GM New Vehicle Inspection Procedure
- or manufacturer's latest pre-delivery form)

5.11 OPTION CODES FOR SEVERE OR SPECIAL SERVICE FEATURES

It is essential that where called for herein on certain line items, Vendor offers the applicable correct option or package code(s), if any, for severe or special service features such as: maximum engine cooling, maximum transmission cooling, stabilizer bar(s) or heavy-duty suspension, and trailer wiring harness. Failure to do so may result in disqualification of Vendor. If there is doubt as to what is required in a particular case, please advise the agency immediately.

5.12 LIENS, ENCUMBRANCES AND TITLE

Vendor represents that it owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, the State will acquire from the Vendor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Vendor, free and clear of all Encumbrances. The Vendor shall, within ten (10) days after delivery deliver to the State if required by applicable law to establish or show evidence of ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.

Prohibited Advertising or Marketing. The Vendor shall not suggest or imply in advertising or marketing materials that Vendor's goods or services are endorsed by the State. The restrictions on Vendor advertising or marketing materials under this Section shall survive the termination of this Contract.

5.13 FACTORY ORDERED OPTIONS

On some line items herein, various manufacturer option packages, for example Standard Navigation Onstar System, telematic solution, GPS tracking, towing package, heavy-duty service package, or heavy-duty suspension package are required if available. Note that if a manufacturer option package is requested and is available (from the manufacturer), it must be provided, and specifically provided by the manufacturer. All factory ordered options are to be "original equipment manufacturer (OEM) and factory installed" unless otherwise noted by the Vendor and must be acknowledged in writing by both the Vendor and the ordering entity. **OEM STANDARD SPECIFICATION IF NOT STANDARD ON A VEHICLE, WILL BE CONSIDERED AN OPTION.**

5.14 INSTALLTION OF OPTIONAL EQUIPMENT AND AFTERMARKET COMPONENTS

The State reserves the right to request quotes from Vendor for installation of any optional equipment ("Optional Equipment") that is not available as an OEM Optional Equipment and/or Aftermarket Components in this Contract. The State also reserves the right to receive quotes from third-party providers of Optional Equipment in the marketplace and to award the installation of Optional Equipment and/or Aftermarket Components to the Vendor or third-party whose quote best meets the needs of the State, which shall be determined in the State's sole and absolute discretion. If the State determines Vendor's quote is the one that best meets the needs of the State, the Vendor shall install the Optional Equipment and/or Aftermarket Components requested by the State and include the approved cost of the Optional Equipment and/or Aftermarket Components, including the costs of installation, in the Vendor's vehicle invoice to the State as a separate line item. Should the State elect to have any Optional Equipment and/or Aftermarket Components installed by a third-party, Vendor agrees to cooperate with any third-party chosen by the State to install the Optional Equipment and/or Aftermarket Components. The State also reserves the right to utilize one or more of its statewide contracts as a source for the installation of any Optional Equipment and/or Aftermarket Components.

Installation of items requiring custom or complex fitting or assembly efforts due to the nature of the item may be billed under the following conditions: the amount of the installation charge is identified in Vendor's catalogue in conjunction with the relevant item, the Authorized User is provided an option to affirmatively accept or decline installation services at the time of ordering, and any approved charge is listed as a separate line item on the purchase order and invoice.

Acceptance and approval of charges for installation of such items shall be at the sole discretion of the Authorized User. Any resulting damages to the item or to other State property during the installation by the Vendor shall be repaired at Vendor's sole expense. General set-up activities needed to make an item ready for use shall not be considered installation and shall be included in the Contract price.

5.15 EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE (EPMQ)

A completed Equipment Preventative Maintenance Questionnaire (EPMQ) form with supporting documentation must be submitted by the successful Vendor to the buying entity within ten (10) days after receipt of a purchase order from NCDOT, DPS or MFM. A blank EPMQ form is included in this specification. The EPMQ form shall be found in Attachment J of this solicitation.

The EPMQ form consists of blanks in which servicing information is to be listed for the equipment furnished. This is a generic form and blanks that are not applicable are to be completed with N/A. The information supplied on the EPMQ form is entered into an equipment database that is accessible by various State shops.

The State reserves the right to refuse delivery of any equipment until an adequate EPMQ form has been received, approved and accepted. Payment will not be rendered by the State until the EPMQ form is received and determined to be adequate for the agency's use. DELIVERY AUTHORIZATION MUST BE COORDINATED WITH THE BUYING ENTITY BEFORE ANY EQUIPMENT IS DELIVERED.

Special Note:

Information provided on the EPMQ form shall contain correct and accurate information as of the time of submission. Vendor shall be responsible for costs and expenses incurred by the State due to or resulting from incorrect EPMQ information provided.

5.16 OPERATORS MANUAL

One (1) operator's manual for the specific make and model of vehicle shall be in each vehicle when delivered. No payment shall be made until such manual is supplied.

5.17 VEHICLE SHOP MANUAL

When requested by the using agency, and for all vehicles ordered by Motor Fleet Management, a single hard copy of the vehicle shop manual will be provided within 45 days after delivery of first vehicle of each respective model. Such manuals shall be invoiced separately and are not to be included in bid prices herein. Vendor may be required to provide (if available) shop manual in the form of DVD, diskette, or CD. Such manuals are to be invoiced to the State at a discount of 6% or greater off of the manual's MSRP Price List.

5.18 SPECIAL CATALOGS AND MANUALS

For the Department of Transportation (NCDOT), Department of Public Service (NCDPS), Department of Agriculture, NC-Forest Service, Parks and Recreation—no additional charges are allowed for this service for their respective models herein. Except for NCDOT, all information below shall be provided to the individual indicated on the purchase order(s). The State shall not pay additional charges for the required parts, service and operators manuals described herein.

For NCDOT – the Successful Vendor shall furnish the following to the Production Control Manager of the Equipment & Inventory Control Unit:

- A. One (1) operator's manual for the specific make & model of equipment shall be in each piece of equipment when delivered. Failure to furnish will delay payment.
- B. Two (2) electronic format copies of descriptive parts catalogs, operator's manual and shop/service manuals containing OEM Part Nos. covering all systems, components, and accessories for the specific make & model of equipment purchased. These are to be delivered to the NCDOT Production Control Manager at 4809 Beryl Road within ten (10) days after receipt of purchase order.

Any user noted above reserves the right to refuse delivery of any equipment until the electronic or paper manuals have been received, approved, and accepted. Payment will not be rendered by any user noted above until manuals are received and determined to be suitable for use in the Authorized User noted above electronic infrastructure.

FOR NCDOT—DELIVERY AUTHORIZATION MUST BE RECEIVED FROM THE PRODUCTION CONTROL MANAGER BEFORE ANY EQUIPMENT IS DELIVERED.

- C. Two (2) electronic format copies of updates to the parts catalog and shop manuals for the specific make and model of equipment delivered shall be furnished to the State at the same time such updates are furnished to a dealer. Expenses incurred by the State as a result of the vendor failing to provide updates under section C will be passed to the vendor.

Electronic Format: The successful Vendor shall be responsible for providing the electronic media as described above in Adobe Portable Document Format or an electronic format pre-approved by any user noted above.

- D. In lieu of electronic format, the State will accept two (2) original paper versions of items listed above. Paper version is to be presented in 8.5" by 11" portrait presentation.

NOTE: Parts catalogs, service manuals, operator's manuals, or other material needed to satisfy these requirements are not to be bid as separate items. All materials shall be furnished as specified and applicable to the equipment bid, at no additional cost. The Vendor specifically agrees that such material supplied under this section may be copied or reproduced in any manner for use by any user noted above.

5.19 REFERENCED MODELS

For most line items, several models of vehicles are referenced. These models, when properly outfitted, are believed to meet the specifications of the respective line item. However, this list of referenced models is not intended to be restrictive, and any other model of vehicle that meets the specifications may be offered. Likewise, there may be instances in which a model has been referenced in error, which cannot actually meet the specifications of that line item. In such cases, if any, the referenced model should not be bid, and instead the appropriate model (of that manufacturer) which does meet the specifications should be bid. Offering a referenced model that does not meet the bid specifications may result in rejection of Vendor's bid for that line item.

5.20 SPECIAL COLORS

The NCDOT, Department of Public Instruction and NC Forestry Service all require special paint colors for the vehicles that they order. A Vendor's ability to provide these special colors will be a factor in the award of some line items of this Contract because the colors are required by the agency to meet their safety and/or branding requirements. Agencies ordering special paint will be required to order a minimum of five (5) units per purchase order, in accordance with the manufacturer's minimum requirements. These special paint colors may be ordered on any of the listed vehicles.

The special paint colors required are as follows:

- NCDOT Yellow, PPG # 931588
- NC Forest Service Green. PPG #939889 (PV5) lead free or equal
- National School Bus Yellow.

Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>

5.21 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.

5.22 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.

Bid Number: DPC-704600681-BJ

Vendor: PERFORMANCE FORD, INC.

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](#) (984)-236-0218

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: [Pamela Case-Gustafson](#) (984)-236-0249

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 a contract 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.

Contract Manager Point of Contact	
Name:	GENE T. DANIEL
Office Phone #:	910-592-5337
Mobile Phone #:	910-214-5740
Email:	gdaniel@ramclinton.com

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet monthly with the Contract Manager for Project Review meetings. The purpose of these meetings will be to review project progress reports, supply chain issues, product, vehicle allocation, 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 to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 PERIODIC MONTHLY STATUS 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 [Pamela Case-Gustafson](#). 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.

6.5 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
 - b. Rebate (if applicable)
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 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 of 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.

6.7 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of work products shall be based on the following criteria:

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.8 INVOICES

Vendor shall invoice the Purchasing Agency. 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 the 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.

6.9 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.

6.10 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB 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.

6.11 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.

Price increase requests shall be submitted in writing to the Contract Manager, 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.

6.12 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.

6.13 TAXES

No taxes shall be included in any bid prices.

6.14 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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