

STATE OF NORTH CAROLINA

North Carolina Community College System (NCCCS)

Invitation for Bid #: 50-2425009

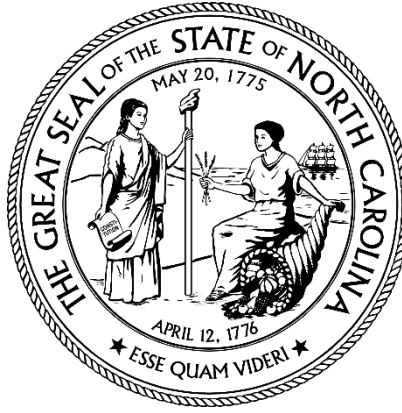
**Auto Service, Collision Repair and Refinishing Equipment, Supplies &
Consumables Additional Manufacturers**

Date of Issue: September 4, 2024

Bid Opening Date: 2:00 PM, October 8, 2024

Direct all inquiries concerning this IFB to:

Grant F. Braley
Director of Procurement & Auxiliary Services
Email: braleyg@ncccommunitycolleges.edu
Phone: (919) 807-7199



STATE OF NORTH CAROLINA

Invitation for Bids

50-2425009

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.**

Vendor Name

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
North Carolina Community College System (NCCCS)

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| Refer <u>ALL</u> Inquiries regarding this IFB to: Grant Braley, the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details: | Invitation for Bid #: 50-2425009 |
| | Bids will be publicly opened: 2:00 PM EST, October 8, 2024 |
| Using Agency: NCCCS | Commodity No. and Description: 251917 – Vehicle Servicing Equipment |
| Requisition No.: N/A | |

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: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | 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: | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: | E-MAIL: |

Bid Number: 50-2425009

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least 180 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 _____, 20____, as indicated

on the attached certification, by _____

(Authorized Representative of NCCCS)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Community College System (NCCCS) through the coordination with the North Carolina Community College System Office (NCCCSO) aids and guides in creating contracts to ensure more competitive pricing by procuring essential products and services for the 58 Community Colleges within the State of North Carolina.

The purpose of this IFB is to award an Agency Specific Term Contract(s) for Vendor(s) to furnish and deliver, throughout the contract period, for new, unused and in current production Auto Service, Collision Repair and Refinishing Equipment, Supplies and Consumables on an as “**needed basis**” if and when ordered by the community colleges in the following categories:

- **Category A: Auto Service Equipment, Supplies and Consumables**
- **Category B: Collision Repair and Refinishing Equipment, Supplies and Consumables**

The contract resulting from this IFB is a convenience except under the conditions specified in [G.S. §115D-58.14\(a\)](#). The Community College System consists of the following colleges:

- | | |
|---|--|
| 1. Alamance Community College | 30. Martin Community College |
| 2. Asheville-Buncombe Technical Community College | 31. Mayland Community College |
| 3. Beaufort County Community College | 32. McDowell Technical Community College |
| 4. Bladen Community College | 33. Mitchell Community College |
| 5. Blue Ridge Community College | 34. Montgomery Community College |
| 6. Brunswick Community College | 35. Nash Community College |
| 7. Caldwell Community College and Technical Institute | 36. Pamlico Community College |
| 8. Cape Fear Community College | 37. Piedmont Community College |
| 9. Carteret Community College | 38. Pitt Community College |
| 10. Catawba Valley Community College | 39. Randolph Community College |
| 11. Central Carolina Community College | 40. Richmond Community College |
| 12. Central Piedmont Community College | 41. Roanoke-Chowan Community College |
| 13. Cleveland Community College | 42. Robeson Community College |
| 14. Coastal Carolina Community College | 43. Rockingham Community College |
| 15. College of The Albemarle | 44. Rowan-Cabarrus Community College |
| 16. Craven Community College | 45. Sampson Community College |
| 17. Davidson-Davie Community College | 46. Sandhills Community College |
| 18. Durham Technical Community College | 47. South Piedmont Community College |
| 19. Edgecombe Community College | 48. Southeastern Community College |
| 20. Fayetteville Technical Community College | 49. Southwestern Community College |
| 21. Forsyth Technical Community College | 50. Stanly Community College |
| 22. Gaston College | 51. Surry Community College |
| 23. Guilford Technical Community College | 52. Tri-County Community College |
| 24. Halifax Community College | 53. Vance-Granville Community College |
| 25. Haywood Community College | 54. Wake Technical Community College |
| 26. Isothermal Community College | 55. Wayne Community College |
| 27. James Sprunt Community College | 56. Western Piedmont Community College |
| 28. Johnston Community College | 57. Wilkes Community College |
| 29. Lenoir Community College | 58. Wilson Community College |

1.1 CONTRACT TERM

The Contract shall have an initial term of **Date of Award through June 9, 2027**. Additional manufacturers will be added to the existing Agency Specific Term Contract for **Auto Service, Collision Repair and Refinishing Equipment, Supplies and Consumables # 50-2324007**. Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

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.

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 a 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 | September 4, 2024 |
| Submit Written Questions | Vendor | September 17, 2024 at 2:00 PM EST |
| Provide Responses to Questions | State | September 20, 2024 |
| Submit Bids | Vendor | October 8, 2024 at 2:00 PM ET No public bid opening will be held due to only electronic responses accepted. To access the bid opening please follow the Microsoft Teams link below: Join on your computer or mobile app Click here to join the meeting |
| Contract Award | State | TBD |
| Contract Effective Date | State | TBD |

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “**IFB # 50-2425009 – 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 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.

2.6 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. 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>

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.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.7 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) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response including Sections 4.6 AUTHORIZED RESELLER, 4.7 WARRANTY, 4.9 DESCRIPTIVE LITERATURE, and 4.14 REFERENCES
- e) Completed version of ATTACHMENT A: PRICING FORM
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 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

2.9 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.

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

- a) **NCCCS:** North Carolina Community College System.
- b) **NCCCSO:** North Carolina Community College System Office.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of lines, highest % discount offered off MSRP List, quantity, quality, delivery, service, and/or geographical coverage. It is the State's intent to have multiple manufacturers represented in each category.

In the event that two or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with a combination of the most complete offering and highest % discount offered off MSRP List for a particular manufacturer's product(s). Products offered must currently be available on the manufacturer's published MSRP. Submission of manufacturer's price schedules developed specifically for this Bid will result in disqualification from award consideration.

While the intent of this IFB is to award a Contract(s) to different Vendors for one or more manufacturers. The State reserves the right, to not award any portion of the goods or services 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 make partial awards to more than one Vendor of a manufacturer's products within a category, if the State's determines it is in its best interest to do so in order to obtain the most complete offering of a manufacturer's products at the highest % discount offered.

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

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

4.2 ADDITIONAL DISCOUNT OFFERS/REBATES

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

Volume or tier discounts, if offered, shall also be based on the published retail price list. All discounts offered shall remain in effect for the entire contract period and cannot be decreased. However, the discount may be increased, and any such increase shall remain in effect for the 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. Vendor may provide volume or tier discounts to orders that include multiple delivery points from the same agency. Rebates will be applied at the time of purchase. The participating community college will request a quote from the Vendor for items purchased. The vendor will indicate on the quote if the item has a rebate, volume discount or other incentive for the participating community college to create a requisition prior to the purchase order being issued.

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

4.3 PRODUCT IDENTIFICATION

BRAND SPECIFIC

Some manufacturer(s) name listed below, and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall 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.

3M, Fibre Glass-Evercoat, FBS Distribution, Becca Inc, Dent-Fix, Anest IWATA USA and SATA Spray Equipment are required products due to existing equipment on hand that utilizes these brands.

SUITABILITY FOR INTENDED USE

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

4.4 TRANSPORTATION AND IDENTIFICATION

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 Buying Entity's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY AND INSTALLATION

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

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

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

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 Buyer in the Purchase Order. The specified location may include a loading dock or area inside a building. Awarded Vendor shall notify Buyer at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s) if agency so requires on its purchase order.

Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver, install and set-in place ready for owner's use Auto Service, Collision Repair and Refinishing Equipment. The successful Vendor(s) shall notify the Purchasing Entity when one or more items in an order cannot be delivered within the time specified. After notification to the Purchasing Entity of a fulfillment delay of one or more items in a shipment, the Purchasing Entity may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, providing the cancellation occurs before the delayed item or order has shipped.

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 on a customized quote for installation services and has been mutually agreed upon between the Vendor and the Purchasing Entity in advance.
- The Purchasing Entity provided an option to affirmatively accept or decline installation services at the time of ordering.
- 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 Purchasing Entity. Any resulting damages to the item or to other State property during the installation by the Vendor shall be repaired at the 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.

All installation cost shall be listed as a separate line item on the purchase order and invoice.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with Terms and Conditions Section 1: DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions.

4.6 AUTHORIZED RESELLER

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

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

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

4.7 WARRANTY

The Vendor shall state on ATTACHMENT A-PRICING SUBMITTAL WORKBOOK the warranty information for all products offered under this solicitation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the State. To the extent not superseded by the terms of this paragraph, manufacturer's warranty shall apply.

Vendor warrants that all products furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

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

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

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

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.8 SERVICE

Services shall be provided during normal working hours (8:00 AM EST to 5:00 PM EST weekdays). Vendor shall state response time, telephone, information, and location from which service will be provided.

Maximum response time to this location after receipt of service call: _____ hours

Bidder has toll-free number for service calls: ☐ YES ☐ NO

If yes, state toll-free number: _____

Bidder will accept collect call for service. ☐ YES ☐ NO

State telephone number: _____

Address of service facility: _____

4.9 DESCRIPTIVE LITERATURE

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

4.10 TRAINING

If required by the Using Agency, the Vendor shall provide qualified representative(s) to instruct owners' operators in the proper operation, safety issues, routine maintenance, troubleshooting and service based on the complexity of the equipment. Training shall be coordinated with the using agency.

4.11 MAINTENANCE MANUAL

The Vendor shall provide with the delivery of each piece of equipment an operation and maintenance manual, and a copy of all warranties.

4.12 INSTRUCTION MANUALS

Vendor shall furnish to the Buyer a hard copy or electronic copy of the complete set of instruction manuals for the products supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. If available, Vendor shall supply such information electronically with the order, or shall direct the Buyer to where the information can be found on the Internet.

4.13 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.

4.14 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 the 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.

4.15 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.

4.16 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.

4.17 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 PRODUCT SPECIFICATIONS

Each Vendor shall offer the manufacturer's complete product line for the categories shown. Parts & Accessories must be available at the percent discount off of the Manufacturer's Standard Retail Price (MSRP) or other manufacturer's current published price listing (List Price, Suggested Retail Price, etc.) as referenced for each line item's category. The manufacturer **Rotary®** has been awarded and will not be considered with this solicitation.

Category A: Auto Service Equipment, Supplies & Consumables

Manufacturers: Below is a list of acceptable manufacturers.

- | | | |
|-----------|-------------------|-------------|
| a) Hunter | c) Mac Tools | e) Ammco |
| b) Coats | d) Cornwell Tools | f) Accuturn |

Equipment & Supplies:

- | | | |
|----------------------|--------------------|-------------------------|
| a) Alignment systems | e) Scissor lifts | i) Brake lathes |
| b) Calibration tools | f) Four-post lifts | j) Inspection equipment |
| c) Wheel balancers | g) Pit racks | |
| d) Tire changers | h) Two-post lifts | |

Category B: Collision Repair and Refinishing Equipment, Supplies & Consumables

Collision Repair & Refinishing Supplies shall meet automotive industry standards. Vendor must demonstrate in its bid that it meets these requirements.

Equipment: Frame machines, measuring systems, computer programs, and other structural equipment.

Manufacturers: Below is a list of acceptable manufacturers.

- | | |
|----------------|---------------------|
| a) Car-O-Liner | b) Chief Automotive |
|----------------|---------------------|

Supplies: Abrasives, Adhesion/Body Fillers, Detailing, Refinishing, Other Shop Supplies, Tape

Brand Specific Manufacturers: Community college programs require these manufacturers due to existing equipment on hand that utilizes these brands.

- | | |
|-----------------------------|-------------------------|
| a) 3M | c) U-POL |
| b) FIBRE Gallonass-Evercoat | d) FBS Distribution Co. |

Manufacturers: Below is a list of acceptable manufacturers.

- | | | |
|-----------------------|----------------|----------------------------------|
| a) Carborundum | h) SM Arnold | o) H&S Autoshot MFG |
| b) Durablock | i) SSI Misc | p) Innovative Tools & Technology |
| c) Motor Guard | j) Wizard | q) Mo-Clamp |
| d) SSI Misc | k) AES MFG | r) Shoot Suit Inc. |
| e) High Teck | l) Astro Tools | s) Steck MFG |
| f) Hi-Tech Industries | m) ATD Tools | t) Uni-Ram Corp |
| g) Meguiars Polishes | n) AU-VE-CO | |

5.2 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.

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

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

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

| Customer Service Point of Contact | |
|-----------------------------------|--|
| Name: | |
| Office Phone #: | |
| Mobile Phone #: | |
| Email: | |

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.3 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Contract Usage Management Reports to the designated Contract Lead on an annual basis. This report shall include, at a minimum, information concerning items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date for consumables and delivery date for non-routine consumables and submitted to the Contract Specialist. Vendor shall include all issues identified by the Vendor related to Vendor performance or to the State's usage of the Contract. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.4 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 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.

6.5 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.

6.6 RETURN/RESTOCKING POLICY

Vendor shall accept merchandise returns from users for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) business days on all returns of ordered products that are in original packaging and in re-sellable conditions. Vendor shall not impose a restocking fee on users for merchandise that has been returned, unless it is a specialty item and the user has been notified, at the time of placement of order, of the potential restocking fee.

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

6.7 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.

6.8 OUT-OF-STOCK & BACK-ORDERS

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

6.9 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for the **first six (6) months** of the Contract.

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

6.10 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.

6.11 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

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

The products included in this IFB are expected to cover the NCCC's needs for the term of the Contract. In the case that the NCCC'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 an awarded Vendor in the product category if such products have been duly qualified through PRODUCT SPECIFICATIONS. The price for these added products will be mutually agreed to by the State and the Vendor but shall be assumed to be offered for at least a discount similar to what the Vendor has bid on similar products listed in the IFB. The State may remove products from this Contract at its discretion in accordance with the General Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS. A Vendor may request additions to the contract from time to time, and it is the Vendor's responsibility to submit documentation sufficient to demonstrate that the requested addition meets all relevant requirements of this IFB. This paragraph shall not be construed as implying that the State must or will add any product to the contract, regardless of qualification under the PRODUCT SPECIFICATIONS.

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.

6.12 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only: <https://ncadmin.nc.gov/documents/vendor-forms>

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