



STATE OF NORTH CAROLINA

State Highway Patrol

Invitation for Bids #: 51-IFB-2134282378-HMM

Automotive Paint and Supplies

Date Issued: April 30, 2026

Bid Opening Date: May 12, 2026

at 2:00 PM ET

Direct all inquiries concerning this IFB to:

Heather Melton

Procurement Specialist III

Email: heather.melton@ncshp.gov



STATE OF NORTH CAROLINA

Invitation for Bids

51-IFB-2134282378-HMM

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://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA

State Highway Patrol

Refer <u>ALL</u> Inquiries regarding this IFB to: Angela Wainright The Procurement Lead through the Message Board in the Sourcing Tool. See section 2.5 for details.	Invitation for Bids # 51-IFB-2134282378-HMM Bids will be publicly opened: May 12, 2026 @2:00 PM ET
Using Agency: State Highway Patrol Requisition No.: RQ265901	Commodity No. and Description: 312115 – paints and primers

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 it 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 is 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:		
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: **51-IFB-2134282378-HMM**

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 _____, 20____, as indicated on the attached certification, by _____
(Authorized Representative of State Highway Patrol)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to establish an Agency Specific Term Contract to furnish and deliver automotive paint and supplies on an “as needed” basis if and when ordered by the NC State Highway Patrol during the contract term.

The quantities stated are estimates based on previous orders. However, no minimum order is guaranteed. Vendors must have a proven history of supplying similar fleets of at least 2,000 vehicles and must supply three references demonstrating their satisfactory performance with such fleets.

The NC State Highway Patrol currently uses Sherwin-Williams Automotive Finishes for all fleet needs and items listed in the pricing form below are based on products currently in use. Any substitute manufacturer products offered must be comparable in quality and performance and meet all specifications described herein.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”).

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues or exceptions regarding any 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 non-responsive.

2.4 IFB SCHEDULE (WILL ENTER ALL DATES ONCE APPROVED TO POST)

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	April 30, 2026
Submit Written Questions	Vendor	May 6, 2026
Provide Responses to Questions	State	May 7, 2026
Submit Bids	Vendor	May 12, 2026 @ 2:00 pm et
Contract Award	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 # 51-IFB-2134282378-HMM**

– **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.

2.6 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>

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 responses 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) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response: Section 4.4 Delivery; 4.5 Authorized Reseller; 4.6 Warranty; 4.14 Secretary of State Registration; 6.1 Contract Manager and Customer Service
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: ALCOHOL/DRUG-FREE POLICY

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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #51-IFB-1994865956-WAX [for 'name of Vendor']". 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.

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(s) will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein, such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, 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.

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

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 PRODUCT IDENTIFICATION

MAKE AND MODEL

Manufacturer’s name and model/catalog numbers used in this IFB are for the sole purpose of identification and to establish 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 the specifications of the identified item are required to be pointed out in the bid. Vendors shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

4.4 TRANSPORTATION AND IDENTIFICATION

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

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be shown 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

The Vendor shall deliver Free-On-Board (FOB) Destination to the following locations listed in Section 4.13

Vendor should complete delivery within one (1) calendar days after receipt of purchase order.

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

4.6 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 upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

Vendor is the: Manufacturer Dealer Reseller Distributor

Authorized: Yes No Attached Manufacturer’s Authority: Yes No

4.7 OVERAGE

Overages or over-shipments will not be accepted. Any quantity delivered that exceeds the total purchase order quantity will be considered an overage. Vendors are cautioned that any quantity delivered that exceeds the total purchase order quantity is considered an overage and shall become the property of the State at no cost.

4.8 OEM APPROVAL

Offered products must have OEM approval from Chrysler, General Motors, and Ford. Vendors shall include approval letters from all three (3) automotive manufacturers stating that the offered products meet their aftermarket refinish specifications.

4.9 EPA and NC DEQ GUIDELINES

Products offered must meet all applicable EPA and NC DEQ guidelines for automotive coatings and hazardous materials. Particulates caught in paint booth filters must test negative for heavy metals and other hazardous materials such that filters may be disposed of with ordinary waste and without special handling. The Patrol may perform tests through independent laboratories at any time during the term of the contract to verify continued compliance with this provision. The contract may be terminated if hazardous materials are found to be present in booth filters as a result of any such tests.

4.10 QUALITY ACCEPTANCE AND 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.

4.11 WARRANTY

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

Vendor warrants that all equipment 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 Procurement Entity 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):

4.12 ON-SITE TRAINING AND EDUCATION

Awarded bidder must provide on-site training and education in application of product, as needed, to each of eight Patrol body shops located in Greenville, Clarkton, Raleigh, Greensboro, Salisbury, Newton, Asheville, and Monroe.

- | | |
|--|---|
| <p>1. Highway Patrol Garage
4651-A North Creek Dr
Greenville NC 27834</p> | <p>2. Highway Patrol Garage
5780 South Main St
Salisbury NC 28147</p> |
| <p>3. Highway Patrol Garage
3467 US-701
Clarkton NC 28433</p> | <p>4. Highway Patrol Garage
1033 Smyre Farm Rd
Newton, NC 28658</p> |
| <p>5 Highway Patrol Garage
1300 Blue Ridge Rd
Raleigh NC 27607</p> | <p>6. Highway Patrol Garage
600 Tunnel Rd
Asheville NC 28805</p> |
| <p>7. Highway Patrol Garage
600 Tunnel Rd
Asheville NC 28805</p> | <p>8. Highway Patrol Garage
2206 Fowler Secrest Rd
Monroe NC 28110</p> |

4.13 SAMPLES

Vendors shall provide product samples prior to contract award. Vendors must supply sealer, primer, reducer, basecoat, and clearcoat in sufficient quantities to refinish one Dodge bumper (basecoat to be supplied in Dodge PS2 Bright Silver). Product offered will be tested for performance regarding:

- Color Match with Original Fleet Coatings
- Color Blend with Existing Coatings
- Paint Coverage

Samples of items offered shall be furnished, free of expense, and if not destroyed will, upon request, be returned at the Vendor's expense. A written request for return shall be made no later than thirty (30) days after the bid award, and Vendor shall provide a prepaid, pre-addressed shipping label suitable for return of all sample(s). Otherwise, the samples shall become the State's property to be used or disposed of at the State's discretion. Each individual sample shall be labeled with the Vendor's name, bid number, and item number. A sample on which an award is made will be retained until the contract is completed, and then returned, if requested as specified above.

Forward samples to:

Bid Number: 51-IFB-2134282378-HMM

NC Highway Patrol

Attn: Eugene Golden

1300 Blue Ridge Rd

Raleigh NC 27607

4.14 DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient compliance with 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.

4.15 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.

4.16 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. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar 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.

4.17 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.

4.18 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.

4.19 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.20 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 restrictions;
- 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.

4.21 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. **No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.**

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor has registered with the North Carolina Secretary of State: Yes No

4.22 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product’s environmental/sustainability attributes, packaging and recycling of spent products.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

The specifications and requirements below are drawn around product which the State has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Vendors are requested to offer only comparable Automotive Paint and Supplies which will provide the features and performance needed and implied:

VENDOR'S RESPONSE

Item #	Specifications	Product Offered Meets Specification
1	Sherwin Williams (B7) Ultra 7000 Basecoat, Unmixed or Functional Equivalent.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Sherwin Williams (HPC21) 2.1 VOC Air-Bake Clearcoat or Functional Equivalent.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Sherwin Williams (CC200) Dynamic Clearcoat or Functional Equivalent.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Sherwin Williams (CC950) Ultra 7000 Appearance Plus Performance Clearcoat or Functional Equivalent.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Sherwin Williams (P30B) Spectraprime Color Primer Surface Black or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Sherwin Williams (P30A) Spectraprime Color Primer Surface Gray or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Sherwin Williams (S56) Ultra-Fill II Ultra-Shade Gray Acrylic Urethane Sealer or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Sherwin Williams (S66) Ultra 7000 2K BC Transparent/Adhesion Promotor or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Sherwin Williams (E2A933) 3.5 Genesis Epoxy Primer or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Sherwin Williams (01131) 3M 1G Platinum Plus Filler or Functional Equivalent	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
11	Sherwin Williams (UPO7228) Low VOC Plastic Adhesion Promotor CLR, 20 oz or Functional Equivalent	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

12	Sherwin Williams (BCS75) Ultra 7000 Basecoat Stabilizer-Medium or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Sherwin Williams (BCS85) Ultra 7000 Basecoat Stabilizer-Slow or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Sherwin Williams (RHF85) 2K integrated Stabilizer – Medium Slow or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Sherwin Williams (US1) Ultrasolv #1 Ultra System Reducer Cold or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Sherwin Williams (US3) Ultrasolv #3 Ultra System Reducer Moderate or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Sherwin Williams (US4) Ultrasolv #4 Ultra System Reducer Warm or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	Sherwin Williams (US5) Ultrasolv #5 Ultra System Reducer Hot or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	Sherwin Williams (UH70) Ultra System Air Dry-Short Bake Hardener or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
20	Sherwin Williams (UH80) Ultra System Air Dry-Full Bake Hardener or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
21	Sherwin Williams (UH904) ULTRA 7000 SPEED-PLUS PERFORMANCE HARDENER or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
22	Sherwin Williams (H38) SPECTRAPRIME COLOR SURFACER-SEALER SYSTEM 2K PRIMER/SEALER HARDENER or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO

23	Sherwin Williams (R7K115) ECONOMY VIRGIN LACQUER THINNER or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
24	Sherwin Williams (R7K15B) ULTRA CLEAN SURFACE CLEANER-FAST or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
25	Sherwin Williams (SC155) AQUA-PREP LOW VOC PLASTIC SURFACE CLEANER or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
26	Sherwin Williams (FA1XGUN) FASTLINE SPRAYGUN CLEANER, 22 OZ or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
27	Sherwin Williams (16000) 3M PAINT PREP SYSTEM, SPRAY GUN LID AND LINER KIT, 22 OZ, 200U or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
28	Sherwin Williams (16001) 3M PAINT PREP SYSTEM, SPRAY GUN LID AND COLLAR, 650mi or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
29	Sherwin Williams (16112) 3M PAINT PREP SYSTEM, SPRAY MIDI LID AND LINER KIT, 13.5 OZ, 200U or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
30	Sherwin Williams (26334) 3M SCOTCH AUTOMOTIVE REFINISH MASKING TAPE 223+, 3/4" GREEN or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
31	Sherwin Williams (26340) 3M SCOTCH AUTOMOTIVE REFINISH MASKING TAPE 223+, 2" GREEN or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
32	Sherwin Williams (06349) 3M TRIM MASKING TAPE, 15MM or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
33	Sherwin Williams (01321) 3M STIKIT FINISHING FILM 6" ABRASIVE DISC, PSA, P600 or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO

34	Sherwin Williams (01506) 3M STIKIT GREEN CORPS 6” ABRASIVE DISC 246U, PSA, 80 GRIT or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
35	Sherwin Williams (02230) 3M STIKIT GREEN CORPS ABRASIVE SHEET 246U, 2” X 16.5”, P80 or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
36	Sherwin Williams (05718) 3M PERFECT-IT BACKUP PAD, YELLOW, 7” or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
37	Sherwin Williams (95102) MDI BLUE SUPER RAG, 13” X 16”, BOX OF 250 or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
38	Sherwin Williams (72402) 3M ½” STRIPING TAPE, BLACK, 150’ ROLL or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
39	Sherwin Williams (79944) 3M 1” SCOTCHLITE REFLECTIVE STRIPING TAPE, RED, 50’ ROLL or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
40	Sherwin Williams (MP90907HD) CORONA TREATED PLASTIC SHEETING, 16” X 350’, 4ml or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
41	Sherwin Williams (08115) 3M AUTOMIX PANEL BONDING ADHESIVE, 200ml or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
42	Sherwin Williams (08689) 3M FAST CURE WINDSHIELD URETHANE ADHESIVE, 15.21 oz or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
43	Sherwin Williams (04240) 3M SEMI-RIGID PLASTIC REPAIR, 200ml or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
44	Sherwin Williams (05895) 3M EZ SAND FLEXIBLE PARTS REPAIR KIT, 5 oz or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO

45	Sherwin Williams (61023) SEM PRODUCTS MULTIMAX SEMI-GLOSS ENAMEL SPRAY PAINT, 16oz or Functional Equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO
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5.2 DEVIATIONS

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

6.0 CONTRACT ADMINISTRATION

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

6.1 PROJECT 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.

Project Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

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

6.3 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.

6.4 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.

6.5 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one hundred and twenty (120) days from the effective date 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.

6.6 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 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 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. Amendments to the contract can only be done through the Contract Administrator.

6.8 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.

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

ITEM #	SW#	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	B7	SW ULTRA 7000 BASECOAT, UNMIXED Manufacturer: _____ Model: _____	72	GAL	\$ _____	\$ _____
2	HPC21	SW 2.1 VOC AIR-BAKE CLEARCOAT Manufacturer: _____ Model: _____	36	GAL	\$ _____	\$ _____
3	CC200	SW DYNAMIC CLEARCOAT Manufacturer: _____ Model: _____	52	GAL	\$ _____	\$ _____
4	CC950	SW ULTRA 7000 APPEARANCE PLUS PERFORMANCE CLEARCOAT Manufacturer: _____ Model: _____	24	GAL	\$ _____	\$ _____
5	P30A	SW SPECTRAPRIME COLOR PRIMER SURFACER, GRAY Manufacturer: _____ Model: _____	28	GAL	\$ _____	\$ _____
6	P30B	SW SPECTRAPRIME COLOR PRIMER SURFACER, BLACK Manufacturer: _____ Model: _____	4	GAL	\$ _____	\$ _____
7	P30B	SW SPECTRAPRIME COLOR PRIMER SURFACER, BLACK Manufacturer: _____ Model: _____	4	GAL	\$ _____	\$ _____
8	S56	SW ULTRA-FILL II ULTRA-SHADE GRAY ACRYLIC URETHANE SEALER Manufacturer: _____ Model: _____	4	GAL	\$ _____	\$ _____
9	S66	SW ULTRA 7000 2K BC TRANSPARENT/ADHESION PROMOTER Manufacturer: _____ Model: _____	4	GAL	\$ _____	\$ _____
10	E2A933	SW 3.5 GENESIS EPOXY PRIMER Manufacturer: _____ Model: _____	4	GAL	\$ _____	\$ _____

11	01131	3M 1G PLATINUM PLUS FILLER Manufacturer: _____ Model: _____	24	GAL	\$ _____	\$ _____
12	UPO7228	SW LOW VOC PLASTIC ADHESION PROMOTER CLR, 20 OZ Manufacturer: _____ Model: _____	24	EA	\$ _____	\$ _____
13	BCS75	SW ULTRA 7000 BASECOAT STABILIZER – MEDIUM Manufacturer: _____ Model: _____	20	GAL	\$ _____	\$ _____
14	BCS85	SW ULTRA 7000 BASECOAT STABILIZER – SLOW Manufacturer: _____ Model: _____	32	GAL	\$ _____	\$ _____
15	RHF85	SW 2K INTEGRATED STABILIZER - MEDIUM SLOW Manufacturer: _____ Model: _____	48	GAL	\$ _____	\$ _____
16	US1	SW ULTRASOLV #1 ULTRA SYSTEM REDUCER COLD Manufacturer: _____ Model: _____	14	GAL	\$ _____	\$ _____
17	US3	SW ULTRASOLV #3 ULTRA SYSTEM REDUCER MODERATE Manufacturer: _____ Model: _____	20	GAL	\$ _____	\$ _____
18	US4	SW ULTRASOLV #4 ULTRA SYSTEM® REDUCER WARM Manufacturer: _____ Model: _____	16	QT	\$ _____	\$ _____
19	US5	SW ULTRASOLV #5 ULTRA SYSTEM REDUCER HOT Manufacturer: _____ Model: _____	84	QT	\$ _____	\$ _____
20	UH70	SW ULTRA SYSTEM AIR DRY / SHORT BAKE HARDENER Manufacturer: _____ Model: _____	16	QT	\$ _____	\$ _____
21	UH80	SW ULTRA SYSTEM AIR DRY / FULL BAKE HARDENER Manufacturer: _____ Model: _____	84	QT	\$ _____	\$ _____
22	UH904	SW ULTRA 7000 SPEED-PLUS PERFORMANCE HARDENER Manufacturer: _____	40	QT	\$ _____	\$ _____

		Model: _____				
23	H38	SW SPECTRAPRIME COLOR SURFACER-SEALER SYSTEM 2K PRIMER/SEALER HARDENER Manufacturer: _____ Model: _____	65	QT	\$ _____	\$ _____
24	P7K115	SW ECONOMY VIRGIN LACQUER THINNER Manufacturer: _____ Model: _____	164	5 GAL	\$ _____	\$ _____
25	P7K158	ULTRA CLEAN SURFACE CLEANER – FAST Manufacturer: _____ Model: _____	24	GAL	\$ _____	\$ _____
26	SC155	AQUA-PREP LOW VOC PLASTIC SURFACE CLEANER Manufacturer: _____ Model: _____	52	QT	\$ _____	\$ _____
27	FA1XGUN	SW FASTLINE SPRAYGUN CLEANER, 22 OZ Manufacturer: _____ Model: _____	265	EA	\$ _____	\$ _____
28	16000	3M PAINT PREP SYSTEM, SPRAY GUN LID AND LINER KIT, 22 OZ, 200U Manufacturer: _____ Model: _____	68	EA	\$ _____	\$ _____
29	16001	3M PAINT PREP SYSTEM, SPRAY GUN CUP AND COLLAR, 650ml Manufacturer: _____ Model: _____	32	EA	\$ _____	\$ _____
30	16112	3M PAINT PREP SYSTEM, SPRAY GUN MIDI LID & LINER KIT, 13.5 oz, 200U Manufacturer: _____ Model: _____	8	EA	\$ _____	\$ _____
31	26334	3M SCOTCH AUTOMOTIVE REFINISH MASKING TAPE 233+, 3/4" GREEN Manufacturer: _____ Model: _____	320	EA	\$ _____	\$ _____
32	26340	3M PERFORMANCE MASKING TAPE, 233+, 2" GREEN Manufacturer: _____ Model: _____	288	EA	\$ _____	\$ _____
33	06349	3M TRIM MASKING TAPE, 15MM Manufacturer: _____ Model: _____	32	EA	\$ _____	\$ _____
34	01321	3M STIKIT FINISHING FILM 6" ABRASIVE DISC, PSA, P600	16	EA	\$ _____	\$ _____

		Manufacturer: _____ Model: _____				
35	01506	3M STIKIT GREEN CORPS 6" ABRASIVE DISC 246U, PSA, 80 GRIT Manufacturer: _____ Model: _____	8	EA	\$ _____	\$ _____
36	02230	3M STIKIT GREEN CORPS ABRASIVE SHEET 246U, 2" X 16.5", P80 Manufacturer: _____ Model: _____	8	EA	\$ _____	\$ _____
37	05718	3M PERFECT-IT BACK-UP PAD, YELLOW, 7" Manufacturer: _____ Model: _____	8	EA	\$ _____	\$ _____
38	95102	MDI BLUE SUPER RAG, 13" x 16", BOX OF 250 Manufacturer: _____ Model: _____	20	EA	\$ _____	\$ _____
39	72402	3M 1/2" STRIPING TAPE, BLACK, 150' ROLL Manufacturer: _____ Model: _____	104	EA	\$ _____	\$ _____
40	79944	3M 1" SCOTCHLITE REFLECTIVE STRIPING TAPE, RED, 50' ROLL Manufacturer: _____ Model: _____	24	EA	\$ _____	\$ _____
41	MP90907HD	CORONA TREATED PLASTIC SHEETING, 16" X 350', .4 MIL Manufacturer: _____ Model: _____	32	EA	\$ _____	\$ _____
42	08115	3M AUTOMIX PANEL BONDING ADHESIVE, 200ml Manufacturer: _____ Model: _____	32	EA	\$ _____	\$ _____
43	08689	3M FAST CURE WINDSHIELD URETHANE ADHESIVE, 15.21oz Manufacturer: _____ Model: _____	144	EA	\$ _____	\$ _____
44	04240	3M SEMI-RIGID PLASTIC REPAIR, 200ML Manufacturer: _____ Model: _____	24	EA	\$ _____	\$ _____
45	05895	3M EZ SAND FLEXIBLE PARTS REPAIR KIT, 5 OZ Manufacturer: _____ Model: _____	12	EA	\$ _____	\$ _____

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Vendor: _____

46	61023	SEM PRODUCTS MULTIMAX SEMI-GLOSS ENAMEL SPRAY PAINT, 16 OZ Manufacturer: _____ Model: _____	96	EA	\$ _____	\$ _____
TOTAL BID AMOUNT					\$ _____	

ADDITIONAL PAINT AND SUPPLIES MAY BE ORDERED DURING THE CONTRACT PERIOD FROM MANUFACTURER'S CATALOG AT A STANDARD PERCENTAGE DISCOUNT OFF CATALOG PRICE (DISCOUNT OFFERED: _____%)

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? **Yes** **No**

If **yes**, provide Vendor #: _____

If **no**, does Vendor qualify for certification as HUB? **Yes** **No**

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? **Yes** **No**

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? Yes No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES NO

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Vendor Name: _____

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

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

Date of latest audit: _____ (If no audit within past 18 months, explain reason below.)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

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

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

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

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.