

CABARRUS COUNTY

65 Church Street SE

P. O. Box 707, Concord, North Carolina 28026-0707

Phone (704) 920-2888 Fax (704) 920-2820

April 3, 2018

INVITATION FOR BIDS

BID: FY 2018
Additional Vehicles

TO BE RETURNED BY: **April 17, 2018 1:30 PM**

BID NAME (FY 2018 Fleet Vehicles)

Offeror:
Attention:
Address:

Refer Inquiries To: **Tom Nunn**
Contract and Purchasing Analyst
Telephone Number: **(704) 920-2888**
E-Mail Address: **tcnunn@cabarruscounty.us**
Requisitioned By:

NOTICE TO OFFEROR

Sealed bids, subject to the conditions made a part hereof, will be received by Cabarrus County until **1:30 PM, April 17, 2018** in the Cabarrus County Finance office, 65 Church Street SE, Concord, NC 28026-0707 and immediately thereafter publicly opened, and read to furnish and deliver described vehicles, see Exhibits A – C, for Cabarrus County as described herein. Refer to Instructions for Bids, Item 8 for proper mailing instructions.

Bids and/or addenda submitted via E-Mail or facsimile (FAX) machine or email in response to this Request for Bids **WILL NOT** be accepted. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned 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, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our 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 that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

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|--|-----------------------------------|-------------------|
| OFFEROR: | FEDERAL ID OR SOCIAL SECURITY NO. | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO |
| TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: | FAX NUMBER: | |
| AUTHORIZED SIGNATURE: | DATE: | E-MAIL: |
| If you desire to "no bid" this requirement, sign and return only this page, check appropriate box(es). <input type="checkbox"/> NO BID <input type="checkbox"/> REMOVE FROM MAILING LIST | | |
| Offer valid for 45 days from date of opening unless otherwise stated here: _____ days (See Instructions for Bids, Item 6) Prompt Payment Discount: _____ % _____ days (See Instructions for Bids, Item 7) | | |

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by Cabarrus County, an authorized representative of Cabarrus County shall affix their signature hereto and this document and the provisions of the Instructions for Bids, the special terms and the conditions specific to this Request for Bid, the specifications, and the Cabarrus County General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful offeror(s).

FOR CABARRUS COUNTY USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of Cabarrus County).

INSTRUCTION FOR BIDS

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:**
All bids are subject to the provisions of the Instructions for Bids, special terms and conditions specific to this Request for Bids, the specifications, and the Cabarrus County General Contract Terms and Conditions.

Cabarrus County object to and will not evaluate or consider any additional terms and conditions submitted with a bid response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
OFFEROR: Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Bids.
TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Cabarrus County General Contract Terms and Conditions, and (4) Instructions for Bids.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **MAILING INSTRUCTIONS:**
In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. **It is desirable that all responses meet the following requirements:**
 - All copies are printed **double sided**.
 - Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.**Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the offeror to have the bid in this office by the specified time and date of opening.**

| | | |
|---|------------------|---|
| <p><u>DELIVERED BY US POSTAL SERVICE</u></p> <p>BID _____ CABARRUS COUNTY COUNTY FINANCE OFFICE P. O. BOX 707 CONCORD, NC 28025-0707</p> | <u>OR</u> | <p><u>DELIVERED BY ANY OTHER MEANS</u></p> <p>BID _____ CABARRUS COUNTY COUNTY FINANCE OFFICE 65 CHURCH STREET SE CONCORD, NC 28025-0707</p> |
|---|------------------|---|
9. **TABULATIONS:** Verbal tabulations of bids and award information can be obtained by calling the purchaser listed on the first page of this document.

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- 10. SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
- 11. INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each offeror must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
- 12. RECYCLING AND SOURCE REDUCTION:** It is the policy of Cabarrus County to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
- We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
- Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
- 13. CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 14. ACCEPTANCE AND REJECTION:** Cabarrus County reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the offeror, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 15. REFERENCES:** Cabarrus County reserves the right to require a list of users of the exact item offered. Cabarrus County may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
- 16. TAXES:**
- FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- 17. AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to Cabarrus County as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Cabarrus County to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Cabarrus County or the offeror, Cabarrus County reserves the right to accept any item or group of items on a multi-item bid.
- In addition, on TERM CONTRACTS, Cabarrus County reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Cabarrus County to be pertinent or peculiar to the purchase in question.
- 18. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Cabarrus County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

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- 19. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Cabarrus County will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
 - 20. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become School property. Each individual sample must be labeled with the offeror'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.
 - 21. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by Cabarrus County resulting from this solicitation, they must submit a written request to the Infrastructure and Asset Management Director, Cabarrus County, P. O. BOX 707 Concord, NC 28026-0707. This request must be received in the Cabarrus County Infrastructure and Asset Management office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are available by contacting Cabarrus County Infrastructure and Asset Management office at (704) 920-3260. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
 - 22. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
 - 23. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

USER: Cabarrus County

BRAND SPECIFIC: Manufacturer's name and product description used in this solicitation are for illustrative and descriptive purposes. Items offered must be equal to specifications and descriptions used. If you have any questions, please call the purchaser listed on the first page.

TRANSPORTATION CHARGES: FOB Destination. Freight charges must be included in the price of each item listed, not listed as a separate item.

USAGE AND DURATION: This contract is intended to cover our normal requirements for these items from **Date of Award through July 1, 2018**. No minimum or maximum quantities are implied or guaranteed herein. While it is not contemplated that any abnormal requirements will develop, however, if such should occur, Cabarrus County reserves the right to call for separate bids.

OPTIONAL INSTALLATION REQUIREMENTS: Awarded Vendor shall be responsible for installing, inspecting, and leaving the tables ready for use, and removing all empty shipping cartons from property. Optional Installation Charges shall be listed as a separate item.

DELIVERY: Delivery is required within 60 days after receipt of order. State here whether this requirement can be met: yes/no _____. If this requirement cannot be met, delivery will be made from _____ (City & State) within _____ consecutive days after receipt of order. Cabarrus County reserves the right to evaluate delivery offered as a factor in determining the award of the proposed contract.

NOTE: CABARRUS COUNTY RESERVES THE RIGHT TO ADJUST QUANTITIES UP OR DOWN AT THE UNIT PRICE AS BUDGETED FUNDS MAY ALLOW OR REQUIRE.

CABARRUS COUNTY ALSO RESERVES THE RIGHT TO AWARD CONTRACT ON A SPLIT ORDER BASIS OR LUMP SUM BASIS IF IT IS IN OUR BEST INTEREST.

ALL MATERIALS SHOULD BE NEW AND CURRENT UNLESS OTHERWISE STATED.

INFORMATION REQUIRED WITH BID: Submit complete descriptive literature and specification on all items offered. Bids which fail to comply will be subject to rejection.

FURNISH, DELIVER, INSTALL, AND LEAVE READY FOR USE THE FOLLOWING ITEMS:

| ITEM | QUANTITY | DESCRIPTION | UNIT COST | AGGREGATE COST |
|------|----------|---|-----------|----------------|
| 1. | 3 | Exhibit A; 6500# GVWR Trucks | | |
| 2. | 1 | Exhibit B; 10,000# GVWR Truck cab/chassis (see attachment from Knapheide) | | |
| 3. | 1 | Four door mid-size sedan | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
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GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Cabarrus County may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Cabarrus County reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Cabarrus County.

In addition, in the event of default by the Contractor under this contract, Cabarrus County may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts Cabarrus County has with the Contractor, and de-bar the Contractor from doing future business with the Cabarrus County.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Cabarrus County may immediately terminate, for cause, this contract and all other existing contracts the Contractors has with the Cabarrus County, and de-bar the Contractor from doing future business with Cabarrus County.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Cabarrus County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Cabarrus County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Cabarrus County' determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment to be made when entire purchase order is complete. Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** 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.

12. **PATENT:** The contractor shall hold and save Cabarrus County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of Cabarrus County as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Cabarrus County may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate Cabarrus County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE:**

COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The Motor Vehicle Insurance Coverage shall be in an amount not less than \$300,000 for Bodily Injury, including Accidental Death, to any one person and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident; and Property Damage Insurance Coverage in an amount not less than \$100,000/\$300,000; Uninsured/Under Insured Motorist Insurance Coverage in an amount not less than \$150,000.00 and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.

18. **GENERAL INDEMNITY:** The contractor shall hold and save Cabarrus County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that Cabarrus County has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against Cabarrus County's agents who are involved in the delivery or processing of contractor goods to Cabarrus County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

19. **REGISTERED E-PROCUREMENT VENDORS:**

ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service.

THE SUCCESSFUL BIDDER (S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **NON-REGISTERED E-PROCUREMENT VENDORS:** E-Procurement Rules **DO NOT** apply.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- Notification:** Must be given to Cabarrus County, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - Decreases:** Cabarrus County shall receive full proportionate benefit immediately at any time during the contract period.
 - Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Cabarrus County reserving the right to accept or reject the increase, or cancel the contract. Such action by Cabarrus County shall occur not later than 15 days after the receipt by Cabarrus County of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
24. **WARRANTY:** The contractor warrants to the owner that all equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

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| EXHIBIT "A" Quantity: - 3 |
| Cabarrus County Specs for 6500# GVWR Truck |
| PRICE QUOTE SHEET FY 2018 |
| 6500 GVWR - 4WD Truck |
| 163.7" Wheelbase |
| Super Cab (1 ½) |
| Vinyl Seats 40/20/40 |
| V6 Gas Engine |
| 10-Speed Automatic Transmission |
| 4-Wheel Disc Brakes |
| AC |
| AM/FM Stereo |
| Tinted Window |
| Power Door Locks |
| Power Windows |
| Running Boards |
| Key Fob/Keyless Entry |
| SYNC or Bluetooth Voice Activated hands-free calling |
| Exterior Color - White |
| Please include tax/tag in pricing |
| |
| OR EQUIVALENT |
| QUOTED PRICE _____ |
| QUANTITY: - 3 |

| |
|---|
| EXHIBIT "B" Quantity: – 1 |
| Cabarrus County Specs for 10,000# GVWR Truck |
| Cab/Chassis with Service Body with Ladder Rack |
| Add Master Lock |
| Please reference Knapheide Quote DP00007805 Contact Knapheide Truck Equipment for more information |
| PRICE QUOTE SHEET FY 2018 |
| 10,000 GVWR - 4WD Truck |
| 164" Wheelbase |
| Super Cab (1-1/2) |
| Vinyl Seats 40/20/40 |
| V8 Diesel Engine |
| 6-Speed Automatic Transmission |
| Trailer Tow Pkg |
| Trailer Hitch |
| 4 Wheel Disc Brakes |
| Brake Controller |
| Telescopic Trailer Towing Mirrors |
| AC |
| AM/FM Stereo |
| Tinted Windows |
| Power Door Locks |
| Power Windows |
| Running Boards |
| Key Fob/Keyless Entry |
| Heated Mirrors |
| SYNC or Bluetooth Voice Activated Hands-Free Calling |
| |
| Exterior Color - White |
| Please include tax/tag in pricing |
| OR EQUIVALENT |
| |
| QUOTED PRICE \$ _____ |

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| EXHIBIT "C" Quantity: - 1 |
| 4 DOOR SEDAN |
| |
| PRICE QUOTE SHEET FY 2018 |
| Mid-Size 4 Door Sedan |
| Cloth Seats |
| 4 Cylinder Engine |
| 6-Speed Automatic Transmission |
| Power Windows |
| Power Door Locks |
| Floor Mats |
| AC |
| AM/FM Stereo |
| Key Fob/Keyless Entry |
| SYNC or Bluetooth Voice Activated Hands-Free Calling |
| Exterior Color - White |
| Please include tax/tag in pricing |
| |
| OR EQUIVALENT |
| QUOTED PRICE _____ |
| QUANTITY - 1 |
| |
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