

# STATE OF NORTH CAROLINA

**Department of Transportation** 

Invitation for Bid #: 54-JP-11975957

Geomelt C90 Anti Icier/Deicer

Date Issued: March 31, 2021

**Bid Opening Date: April 12, 2021** 

At 2:00 PM ET

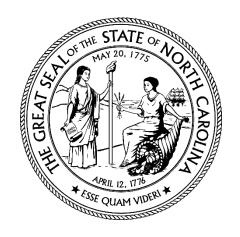
Direct all inquiries concerning this IFB to:

Joanna Priestley

Procurement Specialist III

Email: jlpriestley@ncdot.gov

Phone: 919-707-2628



## STATE OF NORTH CAROLINA

# Invitation for Bids # 54-JP-11975957

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's eVP (Electronic Vendor Portal) Number or alternate identification number (e.g., Social Security 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 shall be sufficient cause to reject your bid.

| Vendor N | Name |  |
|----------|------|--|
|          |      |  |
|          |      |  |
|          |      |  |

Federal ID Number to Social Security Number

Mailed responses ONLY will be accepted for this solicitation.

| STATE OF NORTH CAROLINA  Department of Transportation |                                                        |
|-------------------------------------------------------|--------------------------------------------------------|
| Бераги                                                |                                                        |
| Refer <u>ALL</u> Inquiries regarding this IFB to:     | Invitation for Bids # 54-JP-11975957                   |
| Joanna Priestley                                      | Bids will be publicly opened: April 12, 2021 @ 2 pm ET |
| Email: <u>ilpriesItey@ncdot.gov</u>                   |                                                        |
| Using Agency: Transportation                          | Commodity No. and Description: 775-4512 Salt/Sodium    |
| Requisition No.: 11975957                             | Chloride                                               |

#### **EXECUTION**

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

 it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the <u>ATTACHMENTS</u> page within this document.

# 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 #11): |       |                   |                    |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:                                           |       | FAX NUMBER:       |                    |
| VENDOR'S AUTHORIZED SIGNATURE:                                                                      | DATE: | E-MAIL:           |                    |

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| <u>VALIDITY PERIOD</u>                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB. |
| BID ACCEPTANCE                                                                                                                                                                                                           |
| The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your                                                                                           |

Vendor:

Bid Number: 54-JP-11975957

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your bid is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

| FOR STATE USE ONLY: Offer accepted and Contract awarded this day of | , 2021, as indicated |
|---------------------------------------------------------------------|----------------------|
| on the attached certification, by                                   |                      |
| (Authorized Representative of the Department of Transp              | oortation)           |

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#### 1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid (IFB) is to obtain pricing for and award an Agency Specific Term Contract to a responsive and qualified vendor(s) for the purchase of Geomelt C90 for the Department of Transportation. The Geomelt C90 will be used as to pre-treat roads and highways in the event of inclement weather.

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

#### 1.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date of contract award (the "Effective Date"). In addition, the State reserves the right to extend a contract term after the last active term.

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

#### 2.0 GENERAL INFORMATION

#### 2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

#### 2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract Terms and Conditions.

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

#### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.6 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, 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. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

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|----------------------------|---------|
|                            |         |

#### 2.4 IFB SCHEDULE

The table below shows the intended schedule for this IFB. The State will make every effort to adhere to this schedule.

| Event                    | Responsibility | Date and Time               |
|--------------------------|----------------|-----------------------------|
| Issue IFB                | State          | March 31, 2021              |
| Submit Written Questions | Vendor         | April 5, 2021 @ 12 PM ET    |
| Submit Bids              | Vendor         | April 12, 2021 @ 2:00 PM ET |
| Contract Award           | State          | ASAP                        |

#### 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 above due date.

Written questions shall be e-mailed to jlpriestley@ncdot.gov by the date and time specified above. Vendors will enter "IFB # 54-JP-11975957: Questions" as the subject for the email. Question's submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

| Reference                | Vendor Question  |
|--------------------------|------------------|
| IFB Section, Page Number | Vendor question? |

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 form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, 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. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted delivered by hand, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received. Any bid received after the bid submission deadline will be rejected. NOTE: The US Postal Service (USPS) will not deliver to the street address.

> Office Address of delivery by any other method (special delivery, overnight, or any other carrier).

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Attn: Joanna Priestley

North Carolina Department of Transportation

Purchasing Section, Room 334B

1 South Wilmington St.

Raleigh, NC 27601

All Vendors are urged to take the possibility of delay into account when submitting bids by U.S. Postal Service, courier, or other delivery service. Attempts to submit a bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

- a) Submit one (1) signed, original executed bid responses, one (1) of photocopy, of your bid simultaneously to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For

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|----------------------------|---------|
|----------------------------|---------|

delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors bidding on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

#### 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Cover Letter, must include a statement that confirms that the proposer has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING
- g) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT G: CUSTOMER REFERENCE FORM
- j) Completed and signed version of ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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 qualified bids will be evaluated, and award or awards will be based on the qualified bid(s) offering the lowest price that meets the requirements set out herein.

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 D: 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 pricematch range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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|----------------------------|---------|
|                            |         |

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 bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

#### 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 section 2.6 and 2.7.

All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement and submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

#### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: 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 and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- 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

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- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

#### 3.5 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the North Carolina General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department 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 and as otherwise stated in this IFB. If a Vendor is unclear about a requirement 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.

#### 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.

#### 4.2 PRODUCT IDENTIFICATION

#### **BRAND SPECIFIC**

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

#### 4.3 TRANSPORTATION AND IDENTIFICATION

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

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

#### 4.4 DELIVERY

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

#### **VARIOUS LOCATIONS IS DIVISION 13**

#### 4.5 AUTHORIZED RESELLER

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

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| Bid Number: 54-JP-11975957 |        | Vendor:    |                  |                  |               |  |
|----------------------------|--------|------------|------------------|------------------|---------------|--|
| Vendor is the:             | ☐ Manu | facturer   | Dealer           | Reseller         | ☐ Distributor |  |
| Authorized:   Yes          | s 🗌 No | Attached M | lanufacturer's / | Authority: 🗌 Yes | ☐ No          |  |

#### 4.6 DESCRIPTIVE LITERATURE

#### **DESCRIPTIVE LITERATURE**

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

#### 4.7 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT G: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

#### 4.8 VENDOR'S REPRESENTATIONS

If the bid results in an award, the 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 Deliverables.

Vendor expressly assumes full responsibility for prompt notification to the Purchasing Agency 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.

#### 4.9 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: 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.

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|----------------------------|---------|
|                            |         |

#### 5.0 PRODUCT SPECIFICATIONS

#### 5.1 SPECIFICATIONS

Geomelt C90 Anti Icer/Deicer

#### 6.0 CONTRACT ADMINISTRATION

#### 6.1 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed lineitem information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, 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.

#### 6.2 DISPUTE RESOLUTION

During the performance of the contract, the parties must 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### 6.3 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.

#### 6.4 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.

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|                            |         |

#### 7.0 ATTACHMENTS

#### ATTACHMENT A: PRICING FORM

| ITEM | QTY. | UOM     | DESCRIPTION      | UNIT COST | TOTAL<br>EXTENDED<br>COST |
|------|------|---------|------------------|-----------|---------------------------|
| 1.   | 9000 | Gallons | Anti icer/deicer |           |                           |
|      |      |         | Geomelt C90      | \$        | \$                        |
|      |      |         |                  |           |                           |

| TOTAL BID AMOUNT | \$ |
|------------------|----|
|------------------|----|

#### ATTACHMENT B: INSTRUCTIONS TO VENDORS

Thttps://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_North-Carolina-Instructions-to-Vendors\_09.2020.pdf he Instructions to Vendors, which are incorporated herein by this reference, may be found here:

#### ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_North-Carolina-General-Terms-and-Conditions\_09.2020.pdf.

#### ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING

The Vendor Request for EO50 Price-Matching associated with this IFB is a separate document that is captioned **ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING** and can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_Vendor-Price-Matching-Opportunity\_01.2020.pdf

#### ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link: <a href="https://files.nc.gov/ncdoa/pandc/OnlineForms/Form">https://files.nc.gov/ncdoa/pandc/OnlineForms/Form</a> Location-of-Vendors-Located-Outside-the-United-States 01.2020.pdf.

#### ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

The Certification of Financial Condition associated with this IFB is a separate document that is captioned **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf.

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| Bid Number: 54-JP-11975957 | Vendor: |
|----------------------------|---------|
|                            |         |

#### ATTACHMENT G: CUSTOMER REFERENCE FORM

The Customer Reference Form associated with this IFB is a separate document that is captioned **ATTACHMENT G**: **CUSTOMER REFERENCE FORM** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_Customer-Reference-Template\_092020.pdf.

#### ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_HUB-Supplemental-Vendor-Information\_9.2020.pdf.

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