



North Carolina  
Department of Administration  
Division of Purchase & Contract

Machelle Sanders  
Secretary

Odessa McGlown  
State Purchasing Officer

**Contract Award Certification**

**Date: December 16, 2019**

**Bid/File Number:** 201901120

**Commodity:** 800-72  
Steel Toe Safety Shoes

**To:**  
Tiffany Jelovich  
W W GRAINGER INC  
100 Grainger Parkway  
Lake Forest, IL 60045

**From:**  
Rich Reber  
919-807-4539  
richard.reber@doa.nc.gov  
Division of Purchase and Contract

**Agency Requisition Number:** 54-DIS-11

I am pleased to inform you that, following the evaluation process, the Division of Purchase and Contract proposes to accept your offer in relation to the above commodity. You will be contacted with further details and instructions by the using agency.

**Item(s)**  
**Award all lines 1-18**

**Estimated  
Award  
Amount:**  
\$335,352.10

**Using Agency:**  
  
DEPARTMENT - Transportation  
Dorothy Shaw  
Raleigh, NC 27611

**Comments:**

The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities.

**Contract Term: 5-Year**  
12/17/2019 – 12/16/2024

**Please Note:**

11. This is not a purchase order. Do not make shipment until you have received an official order from the using agency.
12. Invoices should be made out to the using agency and forwarded directly to them for payment.
13. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
14. Applicable North Carolina Sales and use tax shall be added to invoices as a separate item.
15. Please note the contract award description above, the contract awarded to you may be a portion of the contract, rather than the complete contract.

Richard J. Reber  
Signature

SAP-#  
4200015701



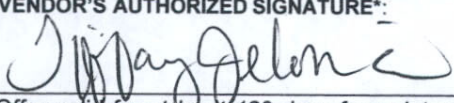
**STATE OF NORTH CAROLINA**  
**Division of Purchase and Contract**

Refer <b><u>ALL</u></b> Inquiries regarding this IFB to: Richard J. Reber State Procurement Specialist I Email: richard.reber@doa.nc.gov	Invitation for Bids # 201901120
	Bids will be publicly opened: 10/23/2019 @ 2:00 PM EST
Contract Type: Agency Specific Term Contract	Using Agency: Department of Transportation
Commodity No.: 800-72	Requisition No.:

**EXECUTION**

In compliance with this Invitation for Bids, 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 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR: <b>W.W. Grainger, Inc.</b>		
STREET ADDRESS: 100 Grainger Parkway	P.O. BOX:	ZIP: 60045
CITY & STATE & ZIP: Lake Forest, IL	TELEPHONE NUMBER: 919-830-5589	TOLL FREE TEL. NO: 800-472-4643
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Tiffany Jelovich, Sr. Government Sales Manager		FAX NUMBER: NA
VENDOR'S AUTHORIZED SIGNATURE*: 	DATE: 102319	EMAIL: Tiffany.Jelovich@grainger.com

Offer valid for at least 120 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.

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
(Authorized Representative of Division of Purchase and Contract).



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## 1.0 PURPOSE AND BACKGROUND

It is the intent of this Invitation for Bids (IFB) to establish an Agency Specific Term Contract with a Vendor that will provide NC Department of Transportation employee's the opportunity for the purchase of safety toe shoes per the stated bid specifications described herein. NOTE: The State's intent is to make an award to multiple vendors for this contract. Employee requirements for safety toe shoes cover a wide range of activities from general construction to maintenance activities involving being in the presence of heavy equipment, working in adverse weather conditions and welding. The resulting Contract shall be valid for a period of five (5) years. No maximum or minimum quantities are guaranteed. The State reserves the right to increase or decrease the quantities as needed. It shall be understood that the State is not obligated to purchase in excess of its normal requirements. The State will be responsible only for items requested and received.

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 BIDS 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 #16 of Attachment C: North Carolina General Contract Terms and Conditions.**

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprourement.nc.gov/>.

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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.5. BID QUESTIONS. If the State determines that any changes will be made resulting from 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 post-contract 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 a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully 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. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**



## 2.3 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	9/26/2019
Submit Written Questions	Vendor	10/7/2019 by 10:00 AM ET
Provide Responses to Questions	State	10/11/2019
Submit Bids	Vendor	10/23/2019 @ 2:00 PM ET
Contract Award	State	Est. 30 days after bid opening

## 2.4 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 [richard.reber@doa.nc.gov](mailto:richard.reber@doa.nc.gov) by the date and time specified above. Vendors will enter "IFB # 201901120 – Questions" as the subject for the email. Questions 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 concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.5 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 electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

### By Mail

If applicable to this IFB, sealed bids, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: four **(4) paper** and one **(1) electronic copy** (unredacted) of its executed bid on flash drive, and, if required for confidentiality, one (1) redacted copy of your bid (with all marked proprietary and confidential Information Redacted) on a separate flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

All bids shall be submitted in a sealed envelope. 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. File contents **shall**



**NOT** be password-protected but, shall be in .PDF or XLS format, and shall be capable of being copied to other sources.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE (U.S. POSTAL PRIORITY MAIL)	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NUMBER: 201901120 (US Mail Only) Attn: Richard J. Reber NC Department of Administration Division of Purchase and Contract Address: Mail Service Center 1305 Raleigh, NC 27699-1305:	BID NUMBER: 201901120 Attn: Richard J. Reber NC Department of Administration Division of Purchase and Contract 116 West Jones Street, Room 4062, 4th Floor Raleigh, NC 27603-8002:

**The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.**

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid. **Attempts to submit a bid via facsimile (FAX) machine, telephone or e-mail, in response to this IFB shall NOT be accepted.**

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

## 2.6 BID CONTENTS

- a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- d) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- e) Completed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT E: DESCRIPTION OF EXECUTIVE ORDER #50 form that confirms that a price matching opportunity is requested
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT G: SUPPLEMENTAL VENDOR INFORMATION

## 2.7 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. 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 #\_ for (*name of Vendor*)". Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.



## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- e) **CONTRACT LEAD:** Representative of Division of Purchase and Contract identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer The Contract for the State.
- f) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- g) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- h) **IFB:** Invitation for Bids.
- i) **LOT:** A grouping of similar products within this IFB.
- j) **NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.
- k) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- l) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- m) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- n) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- o) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural and Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- p) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- q) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

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 any portion of the goods or services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so.

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 C: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION. 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 status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, 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 bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

### **3.3 BID EVALUATION PROCESS**

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.

#### **The State will conduct an evaluation of Bids, as follows:**

- a) Bids will be received from each responsive Vendor in the method stated in section 2.6.
- b) All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.



- c) 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.
- d) At its option, the State may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other clarification—and often does 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.
- e) 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.
- f) The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.
- g) 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.
- h) 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 bids at any time if such rejection is deemed to be in the best interest of the State.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: 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
- 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 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 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 to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

### 4.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years with no renewal option. Beginning on the date of the Contract award (the "Effective Date"). At the end of the Contract's current term.

### 4.2 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. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in Bid.

### 4.3 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer 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, Vendor's Federal ID Number, NC Vendor ID Number, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.**

SHOEMOBILE SALES RECEIPT	
Ticket: 40047003      02/28/2016-10:47 AM	
Company: 295490-1 ABC Company Dublin, OH 43016	
Smith, Jeff Clock #: 12345 Dept: 011 Hire Date: 01/01/2000	
26063 Timberland Shoe. SZ: 10.5D QTY: 1/PR AMT: 115.00 EXT: 115.00	
SUBTOTAL:	115.00
TAX:	6.90
TOTAL:	121.90
COMPANY CONTRIB:	50.00
EMPLOYEE SUBTOTAL:	67.83
EMPLOYEE TAX:	4.07
EMPLOYEE TOTAL:	71.90
EMPLOYEE PAID:	0.00
EMPLOYEE PAY DEDUCT:	71.90
I AUTHORIZE THE ABOVE COMPANY TO PAYROLL DEDUCT THE ABOVE AMOUNT ON THIS RECEIPT FROM MY PAYCHECK OVER 9 PAY PERIODS FOR THE MERCHANDISE RECEIVED, AND PAY GRAINGER	
signature	date

**Example of an individual Shoemobile receipt provided to the purchaser**

During the State's employee visit to the Grainger Shoemobile, upon selection and purchase of a pair of Safety Footwear, an individual receipt will be provided to them. (shown below to the left). Additionally, copies of all individual receipts will be given to the program administrator at each division.

Grainger Invoicing for our program is done via a **monthly** Summary Bill for the entire State division footwear account. **Please see the attached examples** of both the PDF and Excel invoice versions. Additionally, we have attached the template Grainger requires to be completed to setup Summary Billing for each account.



#### **4.4 PRODUCT IDENTIFICATION**

##### **SUITABILITY FOR INTENDED USE**

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

#### **4.5 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 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.

#### **4.6 DELIVERY**

The Vendor shall deliver by shoe mobile or through on-line website Free-On-Board (FOB) Destination to the following location(s):



Division One Darlene Dunlow 113 Airport Drive, Suite 100 Edenton, NC 27932 Phone (252) 482-1858	Division Two Jonathan Lane 2815 Rouse road Extension Kinston, NC 28504 Phone (252) 623-5309	Division Three Debra Johnson 5501 Barbados Blvd Castle Hayne, NC 28429 Phone (910) 341-2002
Division Four Kesha L. Smith 509 Ward Blvd Wilson NC, 27893 Phone (252) 640-6411	Division Five Cheri Adkins 2612 N. Duke Street Durham, NC 27704 Phone (919) 220-4600	Division Six Christine Martinez PO Box 1150 Fayetteville, NC 28302 Phone (910) 364-0600
Division Seven Joy Ogburn PO Box 14996 1584 Yanceyville Street Greensboro, NC 27415-4996 Phone (336) 487-0000	Division Eight Cheryl Holder 121 DOT Drive Carthage, NC 28327 Phone (910) 773-8011	Division Nine Willie Bradwell, Jr. 375 Silas Creek Parkway Winston Salem, 27127 Phone (336) 747-7800
Division Ten Sarah Vang 716 W. Main St Albemarle, NC 28001 Phone (704) 983-4400	Division Eleven Beth Wyatt 801 Statesville Road N. Wilkesboro, NC 28659 Phone (336) 903-9114	Division Twelve Lisa Travis P O Box 47 Shelby, NC 28151-0047 Phone (980) 552-4220
Division Thirteen Wanda Carver 55 Orange Street Asheville, NC 28801 Phone (828) 250-3000	Division Fourteen Jason Jenkins 253 Webster Road Sylva, NC 28779 Phone (828) 586-2141	Ferry Division Mary P. Willis 8550 Shipyard Road Manns Harbor, NC 27953 Phone (252) 463-7026

Successful Vendor shall complete delivery within **seven (7)** consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from Cleveland, Ohio - (for shoes ordered online vs Shoemobile) (city, state) within 2-4 consecutive calendar days (if not received on Shoemobile) after receipt of purchase order. Promptness of delivery **shall** be used as a factor in the award criteria.

#### 47 AUTHORIZED RESELLER

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

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

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

#### 48 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to insure compliance with the contract requirements and specifications.

**INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.**

#### 49 WARRANTY

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



Vendor is authorized by manufacturer to repair items offered during the warranty period. ☐ YES ☒ NO

All products sold are warranted by Grainger only to purchasers for resale or for use in business or original equipment manufacturer. The warranty covers defects in workmanship or materials, under normal use, for one year from date of purchase from Grainger, unless otherwise stated in the product listing in the General Catalog. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location, as Grainger designates, with shipping costs prepaid, will be, as the exclusive remedy, repaired or replaced, at Grainger's option.

Currently items in the General Catalog have a minimum one-year warranty. Some items carry an additional manufacturer's warranty that is passed through to customers. As a service to our customers, Grainger can obtain copies of the consumer warranties from the warrantor and furnish them free of charge

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

Grainger will provide new footwear for any products returned in accordance with our return and warranty policy.

**Contact information** for warranty service provider:

Company Name: Grainger Dedicated Footwear Customer Support

Company Address: Janesville, WI

Contact Person (name): Multiple Customer Service Representatives

Contact Person (phone number): 844-820-6290

Contact Person (email): BMSGrainger@grainger.com

#### 4.10 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. The State may contact one or more OR all of these users to determine the goods provided are substantially similar to those bid herein and Vendor's performance has been satisfactory. Information obtained will be considered in evaluation of the bids.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
Honda of America	Mark Resser – Corporate Safety	<u>Mark_Reeser@ham.honda.com</u>
Tropicana	Debi Calcorzi – Purchasing	<u>Debi.Calcorzi@pepsico.com</u>
Amerigas	Amelia.Burchard	<u>Amelia.Burchard@americas.com</u>

#### 4.11 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.

#### 4.12 SAMPLES/DESCRIPTIVE LITERATURE



## SAMPLE

Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the State within **five (5)** consecutive calendar days after request is made by the State. Failure to comply with this requirement shall be sufficient basis for rejection of the bid without further consideration

### 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) bid and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be sufficient basis for rejection of the bid.

Vendors shall specify, for each manufacturer brand and model offered on shoe truck and online (if different): size ranges of shoes offered and prices, by size range, and if price varies by size. **Vendors shall provide, in addition to other requirements in this IFB, an electronic copy, in MS Excel, meeting this requirement.**

Vendor shall provide a list of shoe store locations that includes street address and County, provide examples of invoicing details, sales receipts, and purchase transaction reports, provide a description of the shoe return process for mobile shoe truck and for on-line purchased shoes, proposed Planogram of truck identifying section one table one (1) requirements, return policy for defective products, return policy for shoes incorrectly sized from on-line ordering system and a price List of shoes to be offered online and on shoe mobile.

#### 4.13 ESTIMATED QUANTITIES

All product quantities listed in the IFB are estimates based on the State's historical and anticipated needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities. The estimated quantity listed on ATTACHMENT A: PRICING FORM page is Estimated Annual Usage.

#### 4.14 POST AWARD PRODUCT SUBSTITUTIONS

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

#### 4.15 SAFETY DATA SHEETS

In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, Vendor shall forward with each invoice a proper and current Safety Data Sheet (SDS). Furthermore, Vendor shall furnish the State and/or its agencies additional SDS as requested.

**NOTE:** All materials, products, etc., provided by the awarded Vendor, shall be in compliance with OSHA, Department of Insurance requirements and all Federal, State and local codes/laws that are applicable. Any conflicts between the attached specifications and the aforementioned requirements, codes/laws etc., shall be resolved in favor of the aforementioned requirements, codes/laws etc.

## 5.0 PRODUCT SPECIFICATIONS

## 5.1 SPECIFICATIONS

The successful Vendor(s) will be contracted to provide a complete line of high-quality safety toe work shoes to NCDOT employees at locations in up to 100 counties throughout the State of North Carolina. A list of contacts is provided under Section 4.6 "Delivery".

All shoes offered under this contract, hereafter referred to as "safety toe shoes," shall meet the American Standards and Testing Methods ASTM F1818 -13 or ASTM F2413 - 11 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear as determined for the protection requirements of the employee.

## 52 MOBILE UNITS



The Vendor shall provide a wide selection of safety toe shoes, as specified in table 1 below, approximately every twelve (12) months, at each specified location (to be determined by the local safety person, or the local business officer, and the Vendor). Each Vendor shall visit designated sites at the request of the division. It will be at the discretion of division personnel to determine need and availability. The Vendor shall be available for at least one (1) "call back" visit, within one month of the primary visit, at each location, as requested by the unit contact person. The Vendor shall coordinate scheduling with the unit contact person named at each location. The mobile unit staff must be fully trained and qualified in the fitting and selection of safety footwear. NCDOT will provide, at each location, a 110V standard electrical power connection for the mobile unit. The purpose of the call-back visit is to provide shoes for employees who could not attend the primary visit, to take or fulfill special orders, and to address any issues employees may have with purchased or ordered shoes.

If awarded, Grainger will provide Shoemobile service to the 15 Division locations outlined in Section 4.6 of this bid twice per year. The recommended frequency is every 5-6 months. The scheduling of Shoemobile visits will be coordinated with the Regional Grainger Shoemobile Service Manager at least 6-8 weeks ahead of the desired timeframe requested. Grainger's Shoemobile service will provide each NCDOT Division with approximately 100 different styles of Protective Toe footwear and 2,000 individual pairs of shoes. Our average on-site fulfillment rate is 85%, while 90%+ of backorders are shipped within 1-3 business days.

◆◆◆



Table 1

The Vendor shall provide the following specification of shoes on each mobile shoe truck.

REQUIREMENTS	VENDOR'S RESPONSE
Specifications	Product/Service Offered Meets Specification
Safety toe shoes offered meet the American Standards and Testing Methods ASTM F1818-13 or ASTM F2413 - 11 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear as determined for the protection requirements of the employee.	X YES NO
A minimum selection of eight (8) different styles for men and eight (8) different styles for women of safety toe shoes shall be provided.	X YES NO
Provide a minimum selection of six (6) different styles for men and six (6) different styles for women of safety toe shoes with metatarsal guard protection provided.	X YES NO
A minimum selection of half sizes 4 through 16 in widths A through EEEE for each men's style offered. <i>Functionally the answer is YES. Please see Clarification Letter</i>	X YES X NO
A minimum selection of half sizes 4 through 16 in widths A through EEEE for each women's style offered. <i>Functionally the answer is YES. Please see Clarification Letter</i>	X YES X NO
Provide an assortment of shoes for purchase that shall be acceptable, in terms of size, fit, style, and comfort, to 75% of the employees at each location.	X YES NO
At least 75% of shoes offered shall be priced at or below the state safety toe shoe reimbursement rate.	X YES NO
At least 10% of shoes offered shall have puncture resistant soles.	X YES NO
At least 33% of shoes offered shall be waterproof.	X YES NO



### 53 ONLINE PURCHASING

The Vendor shall provide on-line electronic NCDOT contract purchasing of safety toe shoes, as specified in table 2, below, via an internet website. Shoes purchased via the Vendor's website shall be shipped to the employee at the Vendor's expense. The Vendor shall allow for, at the Vendor's expense, return of any undamaged safety toe shoes purchased via on-line through the Vendor's website for a period of two months after purchase. Employees may purchase as many pairs of safety toe shoes as the employee allotment permits.

**Table 2**

The Vendor shall provide the following specification of shoes for purchase by NC DOT employees on the Vendor's purchasing website.

**REQUIREMENTS –Table 2**

Specifications	Product/Service Offered Meets Specification
Safety toe shoes offered meet the American Standards and Testing Methods ASTM F1818 -13 or ASTM F2413 - 11 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear as determined for the protection requirements of the employee.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Provide a minimum selection of three hundred (300) different styles for men and two hundred (200) different styles for women of safety toe shoes.	X YES 300+ men's, NO 100+ women's styles
Provide a minimum selection of two hundred (200) different styles for men and one hundred (100) different styles for women of safety toe shoes with metatarsal guard protection.	X YES NO
A minimum selection of half sizes 4 through 16 in widths A through EEEE for each men's style offered.	X YES NO
A minimum selection of half sizes 4 through 16 in widths A through EEEE for each women's style offered.	X YES NO
Provide an assortment of shoes for purchase that will be acceptable, in terms of size, fit, style, and comfort, to 75% of the employees at each location.	X YES NO
At least 75% of shoes offered will be priced at or below the state safety toe shoe reimbursement rate.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
At least 10% of shoes offered shall have puncture resistant soles.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
At least 33% of shoes offered shall be waterproof.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

### 54 PHYSICAL STORE LOCATION

If the Vendor operates a physical shoe store at which NCDOT employees may purchase shoes, the Vendor shall accept payment and shall invoice the employee's department in the same manner as with the mobile shoe truck.

**For completion by Vendor: Number of physical shoe stores and locations See Supplemental Information.**

(Vendor may attach an additional sheet if needed to list locations)

### 55 PRODUCT INVENTORY

Vendor shall maintain a substantial inventory of the brands and styles offered. No close-outs, discontinued items or irregulars shall be allowed for any item on contract. If a safety shoe should become discontinued during the contract period, then the Vendor shall notify the purchasing agent at NCDOT of the discontinued shoe and provide a list of replacement shoes. When providing the PRICE LIST, the vendor shall provide the minimum number of stock that will



be available on the truck at the time of site arrival.

## 5.6 PAYMENT PROCEDURES

The Vendor shall accept an approved NCDOT voucher (\$100.00 per year) as payment for shoes; or as partial payment for shoes and receive the balance from the employee online, shoe truck, or at physical store location. The Vendor shall accept payment from employees in the form of cash, personal check, certified check or money order, credit or debit card, electronic funds transfer, or approved department voucher. The Vendor shall provide a written receipt of each purchase to the employee. The Vendor shall invoice the location contact person for a monthly sum of vouchers for each location. The invoice shall itemize each voucher as to amount, shoe model number, employee name and employee SAP number. It is the Vendor's responsibility for the collection of payment from employees for any safety shoe accessories. NCDOT will not pay for any accessories that may be purchased by an employee. These type purchases shall not be included on the invoice with safety shoes that are paid by NCDOT.

The Vendor shall not charge the state sales tax; however, the Vendor may charge the employee sales tax on the employee paid portion of the purchase.

Within 30 days of each transaction, the Vendor shall provide to the location contact person, the following: a purchase transaction report which lists all the names and SAP ID numbers of all employees purchasing shoes since the last transaction report, the purchase price of the shoes, and amount of the approved voucher, if any. All vouchers referenced on the transaction report will be attached.

## 5.7 DEVIATIONS

The nature of all deviations from the Specifications and Requirements 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 and Requirements, and the successful Vendor shall be held responsible 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 General Contract Terms and Conditions in this section.

Please see Grainger Letter of Clarification (LOC)

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## 5.8 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

## 5.9 VENDOR'S REPRESENTATIONS

Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor



may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.

- a) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, 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 goods and services.
- b) Vendor warrants that it has the financial capacity to perform and to continue 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 The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

## **6.0 CONTRACT ADMINISTRATION**

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### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

### **6.2 PERIODIC STATUS REPORTS**

Vendor shall submit a quarterly report to the Procurement Specialist at NC Department of Transportation after the award of this contract for the reporting period. The quarterly reports must include the Division Number, the make/model and style number and the prices of the items sold to each employee per each division. Quarterly Reports must be submitted in accordance with the following schedule:

Reporting Period:      Report Due:

January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

### **6.3 ORDER CHANNEL AND PAYMENT METHOD**

The State expects the vast majority of orders to be submitted electronically through the State's E-Procurement System. However, the State recognizes that orders may be placed at times through alternate channels such as by phone, through email, or in person and that orders may also utilize at times a procurement card (State credit card) as a method of payment. Regardless of the order channel or payment method, the State shall receive contract pricing when purchasing contract items from the Vendor.

In order to be considered for award, the Vendor must accept Procurement / Purchasing Cards, if it accepts credit cards as a payment method from other customers.

Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure

At a Buyer's request, the Vendor shall provide Consolidated Invoicing. A Buyer may request the Consolidated Invoice including a summary of orders in addition to detailed line item information. Consolidated Invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, Consolidated Invoices are required to include the following data elements:

- Order Dates for Each Order, Agency's Order Number for Each Order, and Extended Costs Separated by



### Order Dates

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

## 6.4 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall 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 The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## 6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

## 6.6 PRICE ADJUSTMENT

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 of 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. Acceptance of any price increases shall be solely at the discretion of the State and shall be in accordance to the attached "Terms and Conditions" for Price Adjustments and/or cancellation procedure.

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.

## 6.7 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

**The remainder of this page is intentionally left blank**

**Attachments to this IFB begin on the next page.**



**ATTACHMENT A: PRICING****FURNISH AND DELIVER:**

The Furnish and Deliver quantities will represent an estimated annual purchase. The State does not, and will not, guarantee purchase quantities. Orders shall be placed on an as need basis.

ITEM #	EST.QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1,200	Pair	Men's six- inch (6") Work Boots, to be in substantial compliance with the specifications herein.  Manufacturer: <u>Iron Age</u>  Model: <u>IA5150</u>	\$ <u>52.53</u>	\$ <u>63,036</u>
2	1,200	Pair	Men's eight-inch (8") Work Boots, to be in substantial compliance with the specifications herein.  Manufacturer: <u>Carolina</u>  Model: <u>CA3557</u>	\$ <u>73.33</u>	\$ <u>87,996</u>
3	250	Pair	Men's Work Oxford, to be in substantial compliance with the specifications herein.  Manufacturer: <u>Caterpillar</u>  Model: <u>P90016</u>	\$ <u>70.00</u>	\$ <u>17,500</u>
4	130	Pair	Men's Dress Casual Oxford, to be in substantial compliance with the specifications herein.  Manufacturer: <u>Thorogood</u>  Model: <u>804-6520</u>	\$ <u>72.22</u>	\$ <u>9,388.60</u>
5	70	Pair	Men's Hiker Boots, to be in substantial compliance with the specifications herein.  Manufacturer: <u>Thorogood</u>  Model: <u>804-6292</u>	\$ <u>70.04</u>	\$ <u>4,902.80</u>
6	500	Pair	Men's Insulated Work Boots, to be in substantial compliance with specifications herein.  Manufacturer: <u>Avenger</u>  Model: <u>A7573</u>	\$ <u>83.20</u>	\$ <u>41,600</u>







			Model: <u>A7751</u>	\$ <u>61.80</u>	\$ <u>9,270</u>
15	50	Pair	Women's Insulated Work Boots, to be in substantial compliance with specifications herein.  Manufacturer: <u>Timberland</u>  Model: <u>A1KJ8</u>	\$ <u>89.73</u>	\$ <u>4,486.50</u>
16	100	Pair	Women's Waterproof Work Boots, to be in substantial compliance with specifications herein.  Manufacturer: <u>Avenger</u>  Model: <u>A7124</u>	\$ <u>63.20</u>	\$ <u>6,320</u>
17	100	Pair	Women's Lo-cut Athletic Shoes, to be in substantial compliance with specifications herein.  Manufacturer: <u>Wolverine</u>  Model: <u>W10677</u>	\$ <u>59.64</u>	\$ <u>5,964</u>
18	20	Pair	Women's Hi-top Athletic Shoes, to be in substantial compliance with specifications herein.  Manufacturer: _____  Model: _____	\$ <u>NA</u>	\$ _____

**TOTAL EXTENDED PRICE: \$ 335,352.10**



## ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely delivery of bids at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to execute page 1 of the IFB (Execution Page) in the designated space shall render bid non-responsive, and it will be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature and/or complete specifications covering the products and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State 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 Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in



North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - All copies of the bid are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable 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, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
12. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest



request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident Vendor to be awarded a Contract pursuant to Executive Order #50 (price-matching opportunity), the State Purchasing Officer or procurement officer may request the North Carolina resident Vendor to produce documentation substantiating the North Carolina resident Vendor's qualification for the subject opportunity. These documents shall be requested and received prior to any decision on whether to deny or grant a protest meeting. As provided herein, the North Carolina resident Vendor is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents within that time period may result in the cancellation of the Contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident Vendor submits to the State in connection with the resolution of a protest shall **not** be disclosed to the protester pursuant to G.S. 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents

16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
17. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF BID:** Bids submitted electronically may be withdrawn at any time prior to the date for opening bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening bids identified on the cover page of this IFB (or such later date included in an Addendum to the RFP). Written



withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

21. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this IFB and in formal Addenda issued through IPS.
22. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of bids.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
24. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's 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.

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

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

The Vendor shall be in default, if its Certification submitted for a price-matching opportunity under Executive Order #50 and G.S. 143-59 was false and/or contained materially misleading or inaccurate information, and/or Vendor failed to provide information and documentation requested by the State to substantiate Vendor's Certification. The State may take action against the Vendor under the False Claims Act, G.S. 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching opportunity under Executive Order #50 (including but not limited to treble damages and civil penalties).

In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State 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 Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) 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 refuses 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.
  - b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c) 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.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.



6. **PAYMENT TERMS:** 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 Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
7. **AFFIRMATIVE ACTION:** The Vendor 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 on the basis of any prohibited grounds as defined by Federal and State law.
8. **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.
9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
  - a. Vendor warrants to the best of its knowledge that:
    - i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
    - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
  - b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.
  - c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
    - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
    - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
  - d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.
10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.



11. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor'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 Vendor, the State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

**14. INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor 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 Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor 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 \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The 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 Vendor 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 The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of The 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 Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in



writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods or services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

**16. ELECTRONIC PROCUREMENT [RESERVED] Optional:**

a) 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 Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF ALL GOODS INCLUDED ON 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 on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor 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 Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

c) Vendor 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 a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. 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. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) 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 Vendor 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.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor 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 Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.**

17. **SUBCONTRACTING**: Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise indicated, acceptance of a Vendor's



bid shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment A: Instructions to Vendor.

18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.
19. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of The Contract or purchased by or for the State for The Contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.
20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.
- If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.
- Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.
21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
22. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record, and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
26. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.



27. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

**This Space Is Intentionally Left Blank**



## **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

In accordance with NC General Statute 143-59.4, the 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. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Vendor shall complete items a) and b) below.

- a) Will any work under this Contract be performed outside the United States? ☐ YES ☒ NO

If the Vendor answered "YES" above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under The Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

NA

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

NA

**b) Vendor shall identify all U.S. locations at which performance will occur:**

This response is in support of North Carolina Department of Transportation. The following list outlines North Carolina based Grainger branch locations in which servicing employees operate from:

Branch Address	ST	City	Zip
Grainger Branch 2506 Greengate Dr.	NC	GREENSBORO	27406-5241
Grainger Branch 1401 S. Mint St.	NC	CHARLOTTE	28203-4135
Grainger Branch 834 Riverside Dr.	NC	ASHEVILLE	28804-3222
Grainger Branch 505 Covil Ave.	NC	WILMINGTON	28403-2652
Grainger Branch 2915 Gillespie St.	NC	FAYETTEVILLE	28306-3323
Grainger Branch 4820 Signett Dr.	NC	RALEIGH	27616-2824

**Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.**

NOTE: All Vendor or sub-Contractor 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.

**This Space is Intentionally Left Blank**



**ATTACHMENT E: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION****NORTH CAROLINA RESIDENT VENDORS TAKE NOTE:**

Pursuant to G.S. 143-59 and Executive Order No. 50 (issued February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses"), a North Carolina resident Vendor may receive an opportunity to obtain an award by agreeing to match the final price(s) of the lowest Vendor on a Contract for the purchase of goods, if that lowest price is offered by a non-North Carolina resident Vendor. This opportunity arises when a North Carolina resident Vendor offers a price that is the lowest among all bids by a qualified in-State resident Vendor and also is within five percent (5%) or \$10,000 (whichever is less) of the non-resident Vendor's overall lowest price. This price-match opportunity applies to a Contract awarded under this solicitation.

G.S. 143-59(c) (1) defines a "resident Vendor" as a "Vendor that has paid unemployment taxes or income taxes in this State **and** whose principal place of business is located in this State." All other Vendors are considered to be non-resident Vendors. G.S. 143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the Vendor is directed or managed." This refers to overall operations for the entire business entity, not merely a division or office location.

In order to qualify for this opportunity, a resident Vendor shall: (1) request the price-match opportunity by marking the appropriate checkbox, below; (2) provide all information requested; and (3) complete and sign the "Resident Vendor's Certification for Price-Matching Opportunity under Executive Order #50" (hereinafter the "Certification") included at the end of this Section. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the Vendor affirms that the information provided is accurate and agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including but not limited to income tax or unemployment tax returns, reports and/or filings (annual and/or quarterly); banking statements or financial/accounting statements reflecting Vendor's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding Vendor's management or directors of its business or trade of its principal place of business).

Requesting a price-match opportunity below does not require any resident Vendor to match the lowest price in the event a Vendor qualifies for receiving the opportunity.

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest Vendor meeting the requirements of the IFB without regard to any Vendor's residency. If the Vendor with the lowest price is a North Carolina resident Vendor, then no consideration of the price-matching procedure is necessary. If the lowest bid by a Vendor meeting all requirements was submitted by a non-resident Vendor and there are no North Carolina resident Vendors that submitted a price bid that was within 5% or \$10,000 of the non-resident Vendor's price, then none of the North Carolina resident Vendors qualify for the price-matching opportunity and no review of a resident Vendor's Certification is required.

If the lowest price bid by a Vendor meeting requirements was submitted by a non-resident Vendor and there are one or more North Carolina resident Vendors that submitted a price bid that was within 5% or \$10,000 of the non-resident Vendor's price, then the State will determine if the Vendor has requested a price-matching opportunity, review the Certification(s) of the resident Vendor(s) to determine whether the resident Vendors have properly executed the Certification and ensure that the information and documentation provided in or with the Certification or otherwise submitted to the State supports the resident Vendor(s) qualification to exercise the price-match opportunity. The State may seek clarification of the Certification and/or information in a resident Vendor's Certification and request additional information and documentation, if needed. If any resident Vendor's award is challenged in a bid protest, based on the accuracy of that Vendor's claim of qualification for the price-matching, the resident Vendor shall provide additional information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation, or its award shall be subject to cancellation.

Pursuant to G.S. 132-1.1, 105-259(b) and Paragraph 12 of the Instructions to Vendors, the State is prohibited from making public disclosure of the Vendor's tax information and documents submitted (subject to those exceptions set out in G.S. 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification or to resolve a bid protest challenging a resident Vendor's qualification for the price-matching opportunity in accordance with applicable law. In order to further preserve the



confidentiality of any Vendor's tax information and documentation provided to the State, the Vendor shall comply with Paragraph 14 of the Instructions to Vendors and mark "CONFIDENTIAL" at the top and bottom of each page of such information and documentation. After review of all relevant material, the State shall include in its recommendation for award a finding that the North Carolina resident Vendor(s) is or is not qualified for the price- matching opportunity.

If more than one North Carolina resident Vendor qualifies for the price-matching opportunity, then the State will prioritize the qualified North Carolina resident Vendors according to the prices bid, from lowest to highest, so that the qualified North Carolina resident Vendor that submitted the lowest bid receives the first opportunity to match the bid price of the lowest non-resident Vendor that met all IFB requirements. If the lowest qualified North Carolina resident Vendor that met all IFB requirements declines to accept Contract award, then the Contract will be offered to the next lowest qualified North Carolina resident Vendor meeting all IFB requirements and continue in this manner until either a qualified North Carolina resident Vendor accepts the Contract award or the award is made to a non-resident Vendor if no qualified North Carolina resident Vendor agrees to match the lowest price bid.

If two resident Vendors qualify for the price-matching opportunity, and both score the same on price, then the State may: (1) consider the information provided in those Vendors' Certifications or publicly available information to determine with which Vendor the Contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the Contract will be awarded to the resident manufacturer); (2) consider the unemployment rates in the municipality or county where each Vendor's principal place of business is located; (3) seek clarification from the Vendors to ascertain the impact on their respective businesses if offered the award of the Contract; or (4) utilize any other approved method of deciding between equal bids.

If a resident Vendor requests and qualifies for the price-matching opportunity, the resident Vendor will be notified of its opportunity to agree to match the lowest price and receive Contract award, and it will have two (2) business days from the date and time of such notification to indicate its response, either agreeing or declining to match the lowest responsible non-resident Vendor's price and receive the Contract award based on that price match. If the IFB requests bids on alternative configurations or components, then the price match shall apply to the actual alternative chosen by the State.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests) the State determines that: any certifications or information in the Certification is false, substantially inaccurate, materially misleading or that the Vendor failed to provide, within the specified time period, any additional information requested, then the State may:

- (1) Cancel any award, Contract and/or purchase order that was awarded to such Vendor based on the price-matching opportunity, and the resident Vendor shall be liable for all costs incurred as a result of the cancellation, including any increased costs the State may incur as a result of awarding the Contract to another Vendor;
- (2) Bar the Vendor from all price-matching opportunities in future State procurements for a period of time not to exceed three (3) years, exclusive of any debarment period;
- (3) Take action against the Vendor under the False Claims Act, G.S. 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching opportunity under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Vendor from doing business with the State of North Carolina for a period of time not to exceed three years, as determined by the State. Any such debarment period shall not begin to run until all damages, costs and penalties as may be assessed against such Vendor have been fully paid.

**ALL VENDORS (BOTH RESIDENT AND NONRESIDENT) SHOULD ANSWER QUESTION #1. A RESIDENT VENDOR REQUESTING A PRICE-MATCHING OPPORTUNITY SHALL ANSWER BOTH QUESTIONS:**

1. Vendor is a resident of North Carolina as defined in G.S. 143-59? ☐ YES ☒ NO
2. Resident Vendor requests a price-matching opportunity? ☐ YES ☒ NO



**The following Sections shall be completed *if* a resident Vendor is requesting a price-matching opportunity:**

**PART I – EO50**

Vendor shall check the applicable boxes below, in order to be considered for the price-matching opportunity under Executive Order #50 and G.S. 143-59(c)(1).

- ☒ I hereby certify that the Vendor paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.
- ☐ I hereby certify that the Vendor paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

PART II - EO50

I hereby certify that the Vendor's principal place of business is located in North Carolina.

**A. Business Type** (Please check the applicable box):

- ☒ Corporation (all types)
- ☐ Limited Liability Company
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietorship
- ☐ Individual
- ☐ Unincorporated Association
- ☒ Other: HQ's: Lake Forest, IL. Branches: located in NC

B. Provide address of principal place of business:

100 Grainger Parkway  
Street Address (no P.O. Box number)

Lake Forest, IL 60045  
City, State, Zip Code

Is the above address the location of Vendor's overall headquarters? ☒ YES ☐ NO

If Vendor has a public website, provide the link/address: www.Grainger.com

- C. **ATTACH A COPY OF VENDOR'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Vendor's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Vendor).

OR (check the box below)

- ☐ Vendor certifies that its business is **not** required to make filings with the North Carolina Secretary of State. If box is not checked, state reason why no filings are required:

*Please see the following inserted page.*



**RESIDENT VENDOR'S CERTIFICATION FOR PRICE-MATCHING OPPORTUNITY****UNDER EXECUTIVE ORDER #50***Not applicable*

**NOTICE:** The Price-Matching Opportunity will only be given to a Vendor that fully completes this Attachment (i.e., all information shall be provided, all supporting documents shall be attached, the affidavit shall be signed by an authorized representative of the Vendor and the affidavit shall be notarized) and demonstrates their qualifications for the Price-Matching Opportunity through the certification and information provided in this affidavit and any other required information. A certification shall be submitted with each bid for which Vendor seeks a price-matching opportunity.

Affidavit of \_\_\_\_\_ (name of resident Vendor, hereinafter the "Vendor").

The undersigned hereby certifies that he or she has read this certification, that all information provided in Part I and Part II, above, is true and accurate, and that he or she is an officer, member, partner, owner or such managing employee of the Vendor (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Vendor to the certifications, statements and agreements herein.

Name of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY:**

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

[ Stamp ]

Notary Public: \_\_\_\_\_ My commission expires \_\_\_\_\_





10-2017

**BUSINESS CORPORATION ANNUAL REPORT**

NAME OF BUSINESS CORPORATION:

W. W. Grainger, Inc.SECRETARY OF STATE ID NUMBER: 0061148STATE OF FORMATION: ILREPORT FOR THE FISCAL YEAR END: 12/31/2018

Filing Office Use Only

E - Filed Annual Report  
0061148  
CA201909306838  
4/3/2019 03:17☐ Changes**SECTION A: REGISTERED AGENT'S INFORMATION**1. NAME OF REGISTERED AGENT: Corporation Service Company

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS &amp; COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

2626 Glenwood Ave Ste 5502626 Glenwood Ave Ste 550Raleigh, NC 27608 Wake CountyRaleigh, NC 27608**SECTION B: PRINCIPAL OFFICE INFORMATION**1. DESCRIPTION OF NATURE OF BUSINESS: Distribution of maintenance, repair and operating supplies and equipment2. PRINCIPAL OFFICE PHONE NUMBER: (847) 535-09483. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

100 Grainger Parkway100 Grainger ParkwayLake Forest, IL 60045Lake Forest, IL 60045

6. Select one of the following if applicable. (Optional see instructions)

☐

The company is a veteran-owned small business

☐

The company is a service-disabled veteran-owned small business

**SECTION C: OFFICERS** (Enter additional officers in Section E.)NAME: Joanne Chun Hughes

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Secretary

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

100 Grainger ParkwayLake Forest, IL 60045**SECTION D: CERTIFICATION OF ANNUAL REPORT.** Section D must be completed in its entirety by a person/business entity.Joanne Chun Hughes4/3/2019

SIGNATURE

DATE

Form must be signed by an officer listed under Section C of this form.

Joanne Chun HughesSecretary

Print or Type Name of Officer

Print or Type Title of Officer

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525



**ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: W.W. Grainger, Inc.

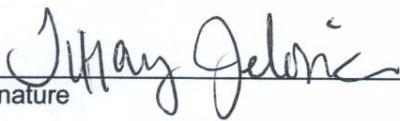
The undersigned hereby certifies that: [check all applicable boxes]

- ☒ 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: 2018 annual report (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 on 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. ***Grainger is providing products (shoes) and will not be selling services. All sales related performance requirements are performed in the US. If you would like additional information, please contact me.***
- ☒ 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 The 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 15 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:

---

  
Signature

October 23, 2019

Date

Tiffany Jelovich  
Printed NameSr. Government Sales Manager  
Title**[This Certification must be signed by an individual authorized to bind the Vendor]**



## ATTACHMENT G: SUPPLEMENTAL VENDOR INFORMATION

## HISTORICALLY UNDERUTILIZED BUSINESSES

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) of the 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, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to the questions below.

- a) Is Vendor a Historically Underutilized Business? ☐ Yes ☒ No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☒ No

If so, state HUB classification: \_\_\_\_\_

## SUSTAINABILITY

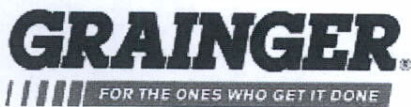
According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

- Do the items offered have any recycled content? ☐ Yes ☒ No

If yes, what is the post-consumer recycled content? \_\_\_\_\_%      What is the total recycled content? \_\_\_\_\_%

**Other sustainable properties:**





Richard J. Reber, State Procurement Specialist I  
State of North Carolina,  
Division of Purchase and Contract  
116 W. Jones Street  
Raleigh, North Carolina 27603-8002

Re: Invitation to Bid for Steel Toe Safety Shoes, Number: 201901120;  
Due Date: October 23, 2019

Dear Mr. Reber:

W.W. Grainger, Inc. ("Grainger") appreciates the opportunity to participate in the State's bid for Steel Toe Safety Shoes. As you may know, Grainger is a distributor of maintenance, repair, and operating supplies such as the shoes that the State has requested.

Grainger takes its contract compliance and customer satisfaction seriously. Notwithstanding anything to the contrary contained within *General Information*, section 2.2 *E-procurement Solicitation* Grainger respectfully requests the opportunity to clarify our understanding of some of the terms of the enclosed offer. We believe that we are in full compliance with all terms but would like to clarify our understanding of how Grainger will carry out its responsibilities with the State.

#### Requirements Section

**4.2 Pricing:** Please note that Grainger is offering to sell the shoes that are listed in the Attachment A. Pricing under this bid. Additional shoes are available under State contract number 445B for Maintenance, Repair and Operations Supplies and Equipment (MRO). These additional shoes already receive a discount under contract number 445B.

#### 4.7 Authorized Reseller:

Grainger is authorized to distribute all the shoes that it sells. Any manufacturer guarantee will pass through to the purchaser. However, due to the large number of shoe manufacturers in the Grainger catalog, we cannot provide a signed statement from each manufacturer as requested. However, if the State would like a certificate from a specific manufacturer(s) or would like to discuss how Grainger is authorized, please contact me.

#### 5.2. Mobile Units:

We believe that it is the intent of this section that the appointments of the Shoe Mobile are made by mutual agreement between the State and Grainger. If this is incorrect, please contact me immediately. If awarded, Grainger will provide Shoemobile service to the 15 Division locations outlined in Section 4.6 of this bid twice per year. The recommended frequency is every 5-6 months. The scheduling of Shoemobile visits will be coordinated with the Regional Grainger Shoemobile Service Manager at least 6-8 weeks ahead of the desired timeframe requested. Call back visits may not be able to be made within 30 days, depending on number of purchasers, and the schedule and availability of Shoe Mobile Grainger's Shoemobile service will provide each NCDOT Division with approximately 100 different styles of Protective Toe footwear and 2,000 individual pairs of shoes. Our average on-site fulfillment rate is 85%, while 90%+ of backorders are shipped within 1-3 business days.

**Table 1:** While the Shoe Mobile may not have sizes 4 and 5, it meets all the other size requirements listed in Table 1. Grainger's current offering of Protective Toe Footwear contains approximately 450 different styles of Protective Toe Footwear representing approximately 40 different Brands. Our Brands include Timberland, Wolverine, Reebok, Carhartt, Keen, and Justin Boot. Our current offering contains 100+ different styles of shoes for ladies and 40+ styles of Metatarsal Guard footwear. We currently stock over 250,000 pairs of footwear in our warehouse network, which allows us to ship most orders within 24 hours. Lastly, we stock all of the sizes that are manufactured for each style, which allows us to fit a wide range of different foot sizes and widths.



**6.6 Price Adjustment:** Please note that under this bid, Grainger offers one (1) year firm pricing for the products listed in Attachment A. Pricing. Price adjustments will be effective once annually on the anniversary of award for each year of the contract term. Adjusted prices will be as mutually agreed by the parties. Thirty days prior to the anniversary date of the award, vendor will submit price adjustments for the State's review and approval.

Thank you for this opportunity to participate in this bid. If these clarifications are not satisfactory, we do not want to be considered non-responsive. I am available at your convenience and can be reached at 919-830-5589.

Sincerely,

A handwritten signature in black ink, appearing to read "Tiffany Jelovich", with a long, sweeping horizontal line extending to the right.

Tiffany Jelovich

Government Sales Manager

[Tiffany.Jelovich@grainger.com](mailto:Tiffany.Jelovich@grainger.com)

919-830-5589