

GUILFORD COUNTY SCHOOLS

RFP # 5952 RETREAD TIRES

SPECIFICATIONS

SCOPE OF CONTRACT:

This contract is limited to the furnishing and delivering of retread tires per attached specifications to Guilford County Schools (GCS). Tires to be retread under this contract are of various sizes and of radial construction, for the use on school buses.

DURATION OF CONTRACT:

This contract is intended to cover GCS' normal requirements for tire retreading as defined herein for the period from approximately July 1, 2017, or date of award, whichever is later, through approximately June 30, 2018. GCS reserves the right to renew this contract for four additional one-year periods if satisfactory to both parties.

CONTRACT VALUE:

The estimated value of this contract is for the purchase of approximately 875 retread tires annually and is not guaranteed. All quantities are estimates only and are submitted merely as a guide. GCS shall not be obligated to purchase more than its normal requirements.

AWARD OF CONTRACT:

GCS intends to award this bid on the basis of whatever is most advantageous to GCS; taking into account price, service, quality, and tire performance. This may result in an award to multiple bidders. Award of this contract is also contingent upon available funding.

PURCHASES FROM OTHER SOURCES:

It shall be understood and agreed that if and when the need arises, including for purposes of retread testing and evaluation, GCS may purchase certain retread products for special purposes from sources other than this contract. In addition, GCS reserves the right to purchase retread tires from other sources when the required retread type, product, and/or size is not available from this contract.

DELIVERY AND PICKUP:

The successful bidder agrees to pick up casings from the GCS Transportation Department, located at 131 Franklin Blvd, Greensboro, NC 27401, two times every month, spaced within approximately equal time intervals. During such pickup, the contractor will also deliver all newly retreaded tires intended for GCS. All charges for pickup and delivery are included in the bid price. GCS may give written notice to contractor that it requires less frequent service than stated above and contractor may provide such user service on the allowable less-frequent schedule.

GCS expects the delivery schedule to be firm and fully expects compliance with the stated delivery schedule. Failure of the contractor to meet delivery schedules may be cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions; and, GCS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility and obligation of the contractor to make the details known immediately to the designated GCS contact for this contract.

ORDERING INFORMATION:

Contractors are required, upon request of GCS, to provide GCS with catalogs, descriptive literature, and a listing of authorized dealers complete with toll free phone and FAX numbers. This information is to be provided to GCS within 5 business days of the request. Such information shall be provided at no charge to GCS.

Contractors are required to provide toll free phone numbers (if available) for GCS to conduct business with the contractor. If orders are required to be placed with a contractor's authorized dealer, the dealer will be required to provide a toll free number.

CONTRACT CHANGES:

Contract changes, if any, over the life of the contract are implemented by contract addenda released by GCS to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example, a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

If subcontractors are used by the contractor to perform the retreading or repairing processes, or any part thereof, these subcontractors cannot be changed for the life of the contract without written approval from GCS.

SUBSTITUTIONS:

Substitutions are not permitted without prior written approval of GCS. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

CANCELLATION OF CONTRACT:

GCS reserves the right to cancel this contract at any time, following 60 days written notice to the contractor(s). If GCS exercises its option to cancel the contract as provided herein, the contractor shall deliver all casings and retread tires in its possession to GCS within two (2) weeks after receipt of the cancellation notice. These deliveries will be at no additional charge to GCS other than the correct contract pricing for the new retreads.

PRICE INCREASES OVER THE CONTRACT PERIOD:

Price increases over the contract period will be considered only when the contractor can prove to the satisfaction of GCS that the price increases are essential. Documents to support such claims may include nationally distributed MSRP catalogs intended for all customers. In addition, documentation confirming a specific level of price increase from retreader's rubber supplier may be considered.

PRODUCT RECALL:

In submitting this bid, bidder expressly assumes full responsibility for prompt notification to GCS of any product recall in accordance with the applicable state or federal regulations.

INFORMATION AND DESCRIPTIVE LITERATURE:

Bidders are requested to furnish with their bid detailed descriptive literature and general specifications and other pertinent data necessary for their evaluation. Each bidder should submit with the bid a complete set of manufacturer's published literature which covers all models and/or styles offered herein. Altered or unpublished price lists and literature may subject your bid to rejection. In addition, bidder must complete the attached questionnaire sections of the bid. Bids which do not comply with these requirements may be subject to rejection.

GOVERNMENTAL REQUIREMENTS:

Contractor shall comply with all applicable law and regulations of the federal government and the State of North Carolina.

ADDITIONAL INSURANCE COVERAGE:

In addition to the insurance in the General Terms and Conditions, additional insurance coverage shall be provided during the life of the contract as follows:

- (1) Perils: While in possession, care, custody and/or control (from pickup through return) of the contractor or his subcontractor, casings and tires covered by this contract shall be protected against the perils of fire, vandalism, malicious mischief, and theft.
- (2) Manufacturer's product liability insurance: Bidder shall hold general product liability insurance in the amount of \$1,000,000.
- (3) Confirmation of coverage: Bidder shall provide certificates of insurance to GCS, which confirm the above insurance is held by bidder. GCS must be named as an Additional Insured on these certificates of insurance.

REFERENCES:

GCS requires all bidders to submit a list of customers who have used the exact model of tires they are bidding. GCS will contact these references regarding the actual tread wear life of product offered, the number of retreads purchased by the reference (within the previous 3 years), and of that amount the number of retread failures due explicitly to faulty retreading. GCS will determine, at our discretion, a level of retread failure we believe is excessive. A failure rate exceeding this level may be grounds for rejection of the bid.

POST AWARD MEETING:

Within 30 days of award of contract, a post award meeting may be held with representatives of GCS. This meeting may be held at a location, date and time to be determined by GCS. This meeting will be held to answer any questions and discuss contract expectations.

BIDDER QUALIFICATION:

GCS reserves the right to request the bidder to demonstrate, to the satisfaction of GCS, compliance with the following;

- (1) Proven performance in producing retread tires generally of the type and size solicited herein, for a minimum period of three years, with results that have been acceptable to customers.
- (2) Proof of an established system to assure that the casings retrieved from GCS are the same casings returned to GCS in retreaded form.
- (3) Proof that the production facility to be used in fulfilling this contract employs the personnel, adequate in both number and in training, and possesses the necessary equipment in proper condition to fully comply with all the manufacturing requirements specified herein.
- (4) Proof of an established and acceptable NDI (non-destructive inspection, including shearography, ultrasound, electrostatic discharge, and/or x-ray, etc.) system in the bidder's facility.
- (5) Proof of an established method to document repairs performed for which there are allowable, added charges.
- (6) Within the previous twelve (12) months, the satisfactory completion of an inspection of the bidder's plant by an approved nationally recognized organization or by the retread plant's tread rubber supplier.

Such demonstration by bidder to the satisfaction of GCS shall be in the form of written documentation and/or site visits by representatives of GCS to bidder's plant, at the option of GCS, and shall be received (documentation) or made available (site visit) within five (5) working days after request. This information will be considered in the award evaluation.

ESTIMATED QUANTITIES TO BE PURCHASED:

This RFQ only pertains to the Pre-cure retread method.

GCS anticipates purchasing a total of approximately 875 retread tires annually. This quantity is based on historical purchasing information and should be noted as merely a guide to define the likely scope of total purchases. The actual quantities purchased from this contract may be lesser or greater than that estimated. No contractor may assess additional charges to GCS in any way for estimated quantities exceeding the number actually purchased, nor may any contractor surcharge GCS for actual purchases exceeding a total of 875 retreads.

SALES REPORTS:

The contractor agrees to provide sales reports on a quarterly schedule, at the end of March, June, September, and December, the report being due no later than fifteen (15) days after the end of the quarter. The report will reflect the information required below for a specified time period. Failure of the contractor to comply with this requirement may subject the contractor to removal from the contract. The reports will be provided in Excel electronic spreadsheet format.:

- (a) User name
- (b) date of delivery/pickup
- (c) location
- (d) quantities and sizes of casings picked up
- (e) quantities and sizes of retreads delivered
- (f) base unit contract price of each delivered size
- (g) quantities and sizes of casings returned - non retread-able
- (h) the total amount of each type of additional charge (like nail hole repairs, section repairs, or demounting/mounting service) for each such size

In the reports, data must remain unchanged throughout the life of the contract, for purposes of data analysis by GCS. At the beginning of the contract, GCS, at its option, may specify to the contractor(s) the format specifically required for the reports. Note that summary data is NOT being requested from the contractor. GCS will compute such summaries from the above data supplied. Failure to provide ALL the above data in a timely manner may be considered grounds for termination of the contract in accordance with the attached North Carolina General Contract Terms and Conditions, paragraph 1.

ON-SITE INSPECTIONS DURING THE CONTRACT PERIOD:

GCS reserves the right to send its representatives to inspect the bidder's plant on any workday during the contract period, at any time during normal business hours, with or without notice, and in a manner that would not disrupt the bidder's operations. The purpose of such inspection may be to observe and confirm to the satisfaction of GCS the existence and use of properly trained personnel, proper equipment, acceptable non-destructive inspection (e.g. shearography, ultrasound, electrostatic discharge, x-ray, etc.) and, if applicable, high-pressure testing procedures, acceptable retreading and repair procedures, proper materials such as rubber compounds and glues, and proper documentation procedures including, but not limited to, casing/tire tracking and tracking of repairs which are permitted by contract to incur extra charges.

CASING AND TIRE IDENTIFICATION:

Each casing picked up by the contractor from GCS shall be identified, marked, and continuously tracked through the retreading process in such a manner that the same casing, as a retreaded tire, shall be returned to GCS, and identifiable by GCS as belonging to GCS and specifically correlated to the particular casing used for the retread.

Therefore, upon delivery the retreaded tire shall bear, as either a temporary or permanent marking, at the bidder's option, the same unique tracking code or number which it was assigned by bidder upon pickup as a casing.

A copy of an itemized list showing all casings picked up from GCS, each casing referenced in the same manner identified and marked by the contractor, shall be provided to the user BEFORE the casings are removed. The contractor shall retain a copy of same record, with signature and signature date by an authorized representative of GCS at the pickup location. At the request of GCS, the contractor shall provide to GCS a copy of any such list(s) requested, properly signed by the user's representative as specified above.

In addition, GCS may request at any time during the contract a meeting in the offices of GCS for the purpose of the contractor explaining the details of the tracking system, and to discuss any problems that may be occurring therewith. Casing tracking is important and may be closely monitored throughout the contract. Failure for contractor to perform satisfactorily in this respect may lead to cancellation of the contract per the attached Terms and Conditions.

If there is a shortage of casings in the delivered retreads, the contractor shall either (a) provide GCS with replacement casings of value equal to the missing casing(s) at no charge, or (b) reimburse GCS the full market value of the missing casing(s). Such full market value shall be determined by a publication of national or regional circulation and acceptance.

INFORMATION REQUIRED ON SIDEWALL:

In accordance with Federal Motor Vehicle Safety Standard (FMVSS) 49 CFR Part 574, information to be permanently molded or branded into or onto one sidewall shall consist of:

- (a) The retreader's assigned identification mark
- (b) Tire size
- (c) Tire type code, or brand-name-owner identification
- (d) Code for week and year of manufacture.
- (e) The DOT symbol with a following "R" (for retread), as required by FMVSS shall be located on the sidewall as specified in Figure 2 of Part 574.

All retreads produced under this contract, in addition to the above information required by FMVSS, shall also have molded or branded into the sidewall, in a location adjacent or near the above information:

- (f) The maximum cold inflation pressure (in PSI)
- (g) The load limit (lbs). The retreader shall not change any information on the casing sidewall concerning the stated load capacity of the tire.
- (h) In sizes that may be used in either the single or dual configuration, pressures and load limits for BOTH configurations shall be provided and properly identified.
- (i) The total number of times the tire has been retreaded. (Picked-up casings which have been previously retreaded should have such marking already on the sidewall.)

TIRE INSPECTION:

The contractor shall inspect the casing at his plant at time of receipt, then again during the retreading process, and finally after completion of the process. In accordance with North Carolina Senate Bill 1797, each casing shall

receive a state-of-the-art inspection with the use of shearography, ultrasound, electrostatic discharge, high pressure testing, or other industry standard testing methodology.

If a casing or in-production retread is rejected by the contractor, such unsuitable casing or retread shall be returned to GCS without charge, regardless of the amount of work that may have been performed on the casing/retread, and a written report citing the specific reason(s) for the rejection shall be submitted to GCS.

If GCS determines that the contractor is rejecting casings that are indeed suitable for retreading, GCS at its sole option may cancel the contract with that contractor immediately.

FINAL INSPECTION:

The final inspection shall be in accordance with the provision for “Final Inspection” in “Industry Recommended Practices for Tire Retreading & Tire Repairing.” Specifically, the final inspection will include at least a visual examination of the tire while mounted on a spreader under adequate lighting, and the inside and outside of the tire shall be checked. The visual inspection shall be in complete compliance with the final inspection requirements in the above publication.

WARRANTY:

All retread tires shall be warranted to be free from defects in workmanship and materials and to give satisfactory service under normal operating conditions for the life of the tread. Should the retread fail while in service and the cause is determined to be faulty workmanship and/or materials, the tire shall be returned to the contractor and be adjusted on the following scale:

Tread life Remaining	% of Credit to Agency
100-80%	100%
79-60%	75%
59-40%	50%
39-20%	25%
19-0%	0%

For retreads provided under this contract, IF THE FAILURE RATE EXCEEDS 1/2 of 1% (0.5%), the contract with that contractor for that type of retread may be immediately terminated and remedies sought in accordance with the attached General Contract Terms and Conditions.

A failure is defined as any event, EXCEPT for road hazards, normal wear and tear, improper inflation, wheel misalignment, vehicle damage, improper mounting by other than contractor, or damage caused by abuse, neglect, collision, vandalism, fire, or chemical corrosion, which results in the tire no longer able to perform in its intended and proper use. Failure rate is defined as the percentage of failed retreads of a particular type (bead-to-bead or pre-cure) which have been delivered by the contractor to GCS, up to that time, when compared against the total number of retreads delivered for that type of retread, by that contractor, to GCS, up to that time.

TIRE PERFORMANCE:

GCS shall receive a premium retread that will provide optimum tire mileage/service, and safety. Bidder shall state in the appropriate bid chart section, the anticipated AVERAGE tread wear mileage for tires on buses which are assigned to either an intra-city bus route or a rural bus route, for each of the retread sizes offered herein. The stated average is not considered a performance warranty but an assurance of tread wear life. This information is requested for consideration when selecting a retread vendor from this contract by GCS. GCS will review the anticipated cost per mile based on information provided. If two or more bidders provide the same cost per mile (cost per tire divided by the anticipated average tread wear mileage), GCS will use the tread wear assurance compensation formula as a criteria for award.

TREAD WEAR ASSURANCE

The anticipated average tread wear mileage should be based on actual tire utilization or testing on school buses. Failure to state in the bid such anticipated tread wear mileage for the retreads offered will result in rejection of your bid. Refer to Appendix 1 – GCS Retread Tire Quality Control Inspection Program.

The bidder shall also provide the formula to be utilized in calculating the compensation due to GCS in the event the **actual** fleet AVERAGE tread wear mileage for the retread tires provided to GCS is less than the **anticipated** fleet AVERAGE tread wear mileage assurance provided by the bidder in their RFQ response. Failure to provide a compensation formula will result in rejection of your bid. The “fleet average” will be based on a random sampling of 10% of tires purchased.

For example, the successful bidder provides 750 size 11R22.5 retread tires to GCS. The actual fleet average tread wear mileage for these 750 tires is 42,500 miles per tire; however, the anticipated fleet average tread wear mileage assurance provided by the successful bidder in their RFQ was 45,000 miles. What formula will the successful bidder use to calculate the compensation due GCS for the 2,500 mile variance for the 750 tires?

RETREADING METHODS:

All tire retreading and repairing is to be in full accordance with "Industry Recommended Practices for Tire Retreading & Tire Repairing," latest revision in effect during the life of the contract.

RETREAD RUBBER SPECIFICATIONS:

This specification is intended to describe the cured physical properties of a premium tread rubber to be used in the retreading of all tires provided under this contract. All rubber on such retreads shall meet the specifications of typical industry standards.

At any time after bid opening through contract termination, and within ten (10) consecutive days of request, GCS may require the contractor to certify on company letterhead stationery the actual values of the rubber properties for any requested retread(s) offered and supplied under the contract. Such information will be kept confidential by GCS upon written request by the contractor. Furthermore, at any time while the retreads purchased under this contract are in use on GCS vehicles, the user may at its own expense have the tread rubber from any retread tire obtained under this contract analyzed by a lab designated by GCS to confirm that the rubber complies with typical industry standard specifications. In the event that the rubber is determined not to comply, contractor shall rectify the matter to GCS complete satisfaction and in a timely manner. Failure of the contractor to rectify the matter fully may cause immediate termination of the contract and remedies sought in accordance with the attached General Contract Terms and Conditions.

Notes:

- 1) The composition of the rubber used in retreads produced for other customers or other contracts shall have NO effect on the rubber composition of retreads sold under this contract.
- 2) Tread rubber shall contain no reclaimed rubber (defined as components from scrapped tires, which are ground up for use as “filler”).

TREAD WIDTH:

The actual tread width of the retread tire provided shall be within the range of best industry practice for the tire size and the intended application of the retread. Tires which have a tread width narrower than the lower limit of this best industry practice range may be rejected for not fulfilling the requirements of the contract.

TREAD DESIGN:

For each line item, bidder is to offer a single tread design. This offered design shall (1) meet the minimum tread depth of 18/32nds, (2) shall meet all other requirements herein, (3) shall be listed in the bidder's published catalog, (4) shall have the safety, expected mileage, and durability typical of a NEW tire of similar tread design and tread depth, and (5) shall be acceptable to GCS.

At bidder's option, bidder may offer more than a single tread design for a given line item, and this will be considered an alternate bid, and tabulated and ranked as such. In such case, bidder shall clearly state price for each such additional tread design on a separate page or by making and using a duplicate copy of the price submittal page herein. If using a separate page, bidder shall also clearly identify the line item for which each additional tread design is being offered.

If, during the evaluation of the bid, GCS determines that an offered tread design will NOT reasonably meet our needs, such determination will be made a matter of record and that bid may then be rejected on that basis alone. However, it should be understood that the intent of GCS is to accept any tread design offered which appears to fulfill our needs. Note that for purposes of determination of acceptability, GCS may require a sample and dimensioned drawing of the exact tread design being offered, such sample and drawing due to GCS within three (3) consecutive working days after request to bidder, at no charge.

DEFINITIONS:

The following definitions, which are taken from "Industry Recommended Practices for Tire Retreading & Tire Repairing," apply to this bid:

Nail hole: A penetration in the tread area caused by a small object, not to exceed 1/4" (6mm) in a passenger tire or 3/8" (10mm) in a light or medium truck tire.

Spot repair (radial): A repair that is in the rubber portion of the casing only; can be to, but not through any ply. Minor repairs are allowed to belts in the tread area.

Section repair: Repairs, other than nail holes, made to the casing when an injury has extended through 75% or more of the actual plies, or completely through the casing in the tread or sidewall areas. Some jurisdictions may have different limits. [NOTE: This State of North Carolina IFB adopts these limits.]

All other definitions in "Industry Recommended Practices for Tire Retreading & Tire Repairing," as applicable, apply to this IFB and the resulting contract.

REPAIRS:

Charges for repairs shall reflect prices for same as bid herein. For definitions of repair terms used below, see definitions elsewhere herein. Any repairs which are required during the retread process may be billed only as follows:

(1) SPOT REPAIRS:

ALL spot repairs shall be included in the bid price for the retread tire. No separate charges for any spot repairs performed on these tires may be billed. All required spot repairs shall be performed. Contractor's adherence to this requirement is essential due to SAFETY considerations. Because of the seriousness of this matter, if it is determined by GCS at any time, by any means, including but not limited to investigation of failures of retreads purchased from contractor and unannounced audits at contractor's plant, that contractor has willfully failed, or is willfully failing, to perform all required spot repairs, the contract may be immediately terminated and remedies sought in accordance with the attached General Contract Terms and Conditions.

From State of NC historical data, the estimated average number of spot repairs performed for all sizes of LEA tires covered by this contract is 5.

(2) SECTION REPAIRS: For ALL users, only section repairs that are visually verifiable on the finished retread shall be charged for. In addition, all section repairs for each tire shall be approved by the user before being performed.

(3) **NAIL HOLES:** For ALL users, only nail hole repairs that are visually verifiable on the finished retread shall be charged for. All necessary nail hole repairs shall be performed. Advance approval by the user is not required.

(3) **OTHER REPAIRS:** There shall be no charges for repairs other than of the above types.

It is understood that even though nail hole and section repair charges are not included in the total price computation, repair charges will ONLY be made by contractor, and accepted by GCS, in instances where such repairs are made (and where authorized, if such is required herein). If casings submitted by GCS need section repairs or nail hole repairs, the respective repair prices will be used per stated on this contract. Section repairs and nail hole repairs will not be added to the lump sum bid price for the retread tires on this contract, since it is expected that few such repairs will be required.

MAXIMUM ALLOWABLE AGE OF CASING:

Casings which are more than six (6) years old shall not be retreaded. If user accidentally presents to contractor for pickup a casing older than this, contractor shall return such casing to user, with written explanation.

MAXIMUM ALLOWABLE NUMBER RETREADS ON A CASING:

In accordance with the North Carolina Retread Contract casings may be retreaded a total of three (3) times during the life of the casing for LEAs. These limits include retreads on the casing completed prior to this contract. If number of times casing has been retreaded is not indicated on the sidewall as received by contractor, then contractor is to request from GCS and receive in writing a statement of how many times the casing has been retreaded so that contractor can place correct information concerning same on the sidewall (see "Information Required on Sidewall" herein). If such statement is not received from GCS, contractor shall return the casing at issue to GCS, with written explanation.

TIRE REPAIRING – INDUSTRY STANDARDS:

The contractor shall follow all retread tire industry standard practices for tire repairing.

Minority and Women Owned Business (MWBE) Program

Guilford County Schools Board of Education promotes full and equal access to business opportunities with Guilford County Schools (GCS). Minority and women owned businesses as well as other responsible vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

Prime suppliers (i.e., those who deal directly with GCS) should support GCS MWBE Program by making an effort to engage minority and women owned businesses as subcontractors for goods and services to the extent available. GCS has a goal of 10% participation.

QUESTIONNAIRE

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER

SERVICE

Names, addresses and telephone numbers of representatives who will render services under this contract (Use additional sheets if necessary):

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

Name		Phone	
Address		Fax	
City, State, Zip		Email	

DISTRIBUTION

Number of distribution points from which contract will be serviced: _____
(Use additional sheets if necessary)

Distribution points location (City & State):			
1		8	
2		9	
3		10	
4		11	
5		12	
6		13	
7		14	

ORDERING INFORMATION:

List the authorized dealers that will service this contract (Use additional sheets if necessary):

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Name		FID #	
Address		Phone	
City, State, Zip		Fax	
Contact		Email	

Product information telephone number: _____

GCS Supplier Contact Form

Company Information	
Company Name	
Address	
City, State, Zip Code	
Company Phone	
Company Fax	
Description of Products Sold	
Does your company utilize fulfillment partners/channel partners (dealers, distributors, resellers, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Customer Service Phone Number	
Federal Tax ID Number	
Ariba Network ID (if applicable)	
Dun & Bradstreet Number	
Website URL (if applicable)	
Business Contact – Person who understands NC relationships and who can serve as a project manager	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	
Technical Contact – (If different from above) – Person within your organization who can assist with the creation of an electronic product catalog for your contract line items	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	
Corporate eCommerce Contact – (If different from above) – Person within your organization who best understands the company eCommerce initiatives and will communicate these initiatives to the organization	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
E-Mail Address	
Address (if different from above)	

QUESTIONNAIRE:

1. Bidder: Name and Address:

2. Name of retread process used (trade name or generic, as applicable): _____

3. Name of tread rubber supplier(s): _____

4. How many years has bidder been retreading tires? _____ years

5. List locations at which bidder will produce the retreads for this contract: _____

6. What is/are the daily production capability, separately for each of the above location(s)? _____

7. State the DOT code for each of the above locations: _____

8. Name of (a) nationally recognized organization or (b) your plant's tread rubber supplier, who has inspected your facility within the past year and certified that it meets the required retread manufacturing procedures:

Date of inspection: _____

9. Subcontractor(s) that will be used, if any: _____

10. Will all rubber to be used for all retreads sold under this contract meet the requirements herein? _____ (yes/no)

11. Will all retreading and repair procedures be performed in complete accordance with all requirements herein, and in accordance with all documents referenced herein? _____ (yes/no)

12. Describe your established system which will assure that the casings retrieved from GCS are the same casings as will be returned to GCS in retreaded form (use separate page if necessary):

13. List the non-destructive inspection equipment that will be used in your plant for production of retreads sold under this contract: _____

14. Describe your established system to document repairs performed for which there are allowable added charges (use separate page if necessary):

15. Will tread (skid) depth and tread widths be provided in the dimensions required herein? _____ (yes/no)

16. Will bidder perform final inspections of all tires in accordance with requirements in "Final Inspection" provision herein? _____(yes/no)

17. Will bidder permanently mark on each retread all information on sidewall as required herein? _____ (yes/no)

FURNISH AND DELIVER AS INDICATED:

Standard (Pre-cure) Retreads

A	B	C	D	E	F	G	H	I	J
ITEM	QTY	Tire Description, MFG, Brand	TIRE SIZE	Average Anticipated Mileage Intra-city	Average Anticipated Mileage Rural	Overall Average Tread Wear Mileage (E + F) / 2 = G	TREAD Depth	UNIT COST Each	Average Cost per Mile I / G = J
1.	1		11R22.5				___/32	\$_____	
2.	1		265/75R22.5				___/32	\$_____	
3.	1			NAIL HOLE REPAIRS				\$_____	
4.	1			SECTION REPAIRS				\$_____	

Compensation Formula (Required Response): _____

Company Name: _____

Address: _____

Phone: _____ **Fax:** _____

Signature and Title of Authorized Representative _____

GUILFORD COUNTY SCHOOLS

BIDDER'S REFERENCES

BID NUMBER: 5952	BID DUE DATE: June 8, 2017
RETREAD TIRES	

Bidder must demonstrate that he has a successful record of experience in the type service specified. Otherwise, his proposal may not be considered.

Therefore, list below at least three (3) references Guilford County Schools may contact for information regarding current or recent past performance.

COMPANY	PERSON TO CONTACT	TELEPHONE NUMBER

Your Company Name

Address

City, State & Zip Code

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Guilford County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Guilford County School District.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the District's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the District's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the District, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the District from such breach can be determined.

In case of default by the Contractor, the District may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The District reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the District.

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

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the District may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the District, and de-bar the Contractor from doing future business

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 by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The District may terminate this agreement at any time by 30 days notice in writing from the District to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the District, become its property. If the contract is terminated by the District as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using District is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the District for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the District.

11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the District for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the District may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the District to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, district, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - 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 in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract 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 Request for Proposals, any addenda thereto, and the offeror's proposal 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.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the District and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **GENERAL INDEMNITY:** The contractor shall hold and save the District, 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 this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the District has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the District's agents who are involved in the delivery or processing of contractor goods to the District. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
23. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies or districts 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 outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the Guilford County Schools District.

Vendor must give notice to the Guilford County Schools of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a contract outside of the United States.

24. SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND

- A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
- B. At a minimum, a vendor shall obtain a complete North Carolina statewide criminal background investigation for all employees who will work on a site, covering a period for the last seven (7) years. In the event that the vendor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the vendor.
- On sites that are occupied with students and staff, a daily sign-in sheet will be presented by each prime contractor to the principal and SRO – Student Resource Officer by 9:00 a.m. each morning. If there is no SRO – provide to the Principal. This list will contain the name of each person on site and the company they work for.
- C. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property.
1. Child Molestation or Abuse or indecent liberties with a child;
 2. Rape;
 3. Any Sexually Oriented Crime;
 4. Drugs: Felony use, possession or distribution;
 5. Murder, manslaughter or other death related charge; or
 6. Assault with a deadly weapon or assault with intent to kill.
- D. Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.
- E. Each person on site must wear a plastic laminated identification badge or item of clothing that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee on school property.

Guilford County Schools
Iran Divestment Act Certification

Requisition/ Purchase Order/Invoice Number (circle one): _____

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered in to (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days