North Carolina
Department of Administration

Pat McCrory, Governor
Kathryn Johnston, Secretary

Division of Purchase and Contract

Contract Award Certification
Date: April 21, 2016

Bid/File Number: 201501616

Commodity: 895-00
Welding Equipment & Accessories

To:
Regina Johnson
Arc3 Gases
1660 Hwy 301 South
Dunn, NC 28334

From:
Bahaa Jizi
919-807-4520
bahaa.jizi@doa.nc.gov
Division of Purchase and Contract

Agency Requisition Number: N/A
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)
Miller Electric Products (31% Discount)

Award Amount: $6,000,000.00
(3-Year estimate)

Using Agency:
DEPARTMENT - Community Colleges Systems
Clarence Rogers
Raleigh, NC 27699

Contract Term:
4/21/2016-4/20/2019 (Non-Renewable)

Comments:
ALL EQUIPMENT ARE SUBJECT TO QUALITY INSPECTION DURING THE CONTRACT PERIOD PRIOR TO PAYMENT.

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

Signature

Revision March 2016
STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer ALL inquiries regarding this IFB to:
Bahaa Jizl
Category Manager
Email: bahaa.jizl@doa.nc.gov
Phone: 919-807-4520

Invitation for Bids # 201501616

Bids will be publicly opened: February 25, 2016 @ 2:00 p.m.

Contract Type: Agency Specific Term Contract
Commodity: 895-00 Welding Equipment
Using Agency: NC Community College System

EXECUTION
In compliance with this Invitation for Bid, 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, 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

VENDOR:
Arc3 Gases

STREET ADDRESS:
1660 Hwy 301 South
Dunn, NC 28334

P.O. BOX: 1708
TELEPHONE: 910-892-4016
TOLE FREE TEL. NO. 28335

PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:
Jason Vernon, Marketing Manager

FAX NUMBER: 910-892-3575

VENDOR'S AUTHORIZED SIGNATURE: ____________________________
DATE: 4-1-16

E-MAIL: jason.vernon@arc3gases.com

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: __90__ days. After this time, 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 the Division of Purchase and Contract shall affix his/her signature hereon 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.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ___ day of _____, 20__, as indicated on the attached certification by__________________________ (Authorized Representative of Purchase and Contract).
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1.0 PURPOSE AND BACKGROUND

It is the intent of this Invitation for Bids to establish an Agency Specific Term Contract (Brand Specific) to furnish and deliver a comprehensive multiple manufacturer's product line for NEW, unused and in current production commercial and institutional quality, Welding Equipment and Accessories on an "As Needed" basis, if and when ordered by the 58 NC Community Colleges during a three-year term in the following manufacturers:

1. Miller Electric Welding Equipment and Accessories
2. Lincoln Electric Welder Equipment

The brand names given in this solicitation are brand specific in order to be compatible with existing equipment currently in place at various Community Colleges.

The contract resulting from this IFB is mandatory for the 58 NC Community Colleges (except under the conditions specified in G.S. §115D-58.14(a) and G.S. §116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities. The initial contract term is three years from date of award.

Based on historical data reports, the NC Community College System for whom the use of this Contract is mandatory, have purchased a total of approximately $6.0 million annually for welding equipment and accessories.

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 #18 of Attachment F: 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://eprocurement.nc.gov/.

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.

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue IFB</td>
<td>State</td>
<td>February 1, 2016</td>
</tr>
<tr>
<td>Submit Written Questions</td>
<td>Vendor</td>
<td>February 11, 2016 @ 10:00 a.m.</td>
</tr>
<tr>
<td>Provide Response to Questions</td>
<td>State</td>
<td>February 17, 2016</td>
</tr>
<tr>
<td>Submit Bids</td>
<td>Vendor</td>
<td>February 25, 2016 @ 2:00 p.m.</td>
</tr>
</tbody>
</table>
2.4 IFB QUESTIONS

- **Purpose:** 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.

- **Instructions:** Written questions shall be e-mailed to bahaa.jizi@doa.nc.gov by the date and time specified above. Vendors should enter “IFB #201501616 Questions” as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Vendor Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB Section, Page Number</td>
<td>Vendor question...?</td>
</tr>
</tbody>
</table>

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely only on written material contained in an Addendum to this IFB.

2.5 BID SUBMITTAL

- **Instructions:** Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.7 BID CONTENTS for details on required content of submitted bids.

<table>
<thead>
<tr>
<th>MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE</th>
<th>OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BID NUMBER:</strong> 201501616</td>
<td><strong>BID NUMBER:</strong> 201501616</td>
</tr>
<tr>
<td>NC Department of Administration</td>
<td>NC Department of Administration</td>
</tr>
<tr>
<td>Division of Purchase and Contract</td>
<td>Division of Purchase and Contract</td>
</tr>
<tr>
<td>Attn: Bahaa Jizi, Category Manager</td>
<td>Attn: Bahaa Jizi, Category Manager</td>
</tr>
<tr>
<td>1305 Mail Service Center</td>
<td>116 West Jones Street, 4th Floor, Room 4062</td>
</tr>
<tr>
<td>Raleigh, NC 27699-1305</td>
<td>Raleigh, NC 27603-8002</td>
</tr>
</tbody>
</table>

**IMPORTANT NOTE:** It is the responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening, regardless of the method of delivery. This is an absolute requirement. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. 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 as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the U.S. Postal Service generally does not deliver mail to the street address above, 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.

Vendors shall deliver one (1) **signed, original executed** bid response, one (1) copy of the signed original executed bid, one (1) electronic copy (on CD, DVD or flash drive) of its bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel®.
Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, Bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be accepted. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

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

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

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses shall include the following items and they should be arranged in the following order:

a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.

b) Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB.

c) Completed version of ATTACHMENT A: PRICING FORM

d) Completed version of ATTACHMENT B: VENDOR INFORMATION

e) ATTACHMENT C: LOCATION OF VENDOR UTILIZATION OF WORKERS

f) Completed and signed version of ATTACHMENT D: DESCRIPTION OF EXECUTIVE ORDER #50 and Certification form that confirms that a price match opportunity is requested

g) ATTACHMENT E: INSTRUCTIONS TO VENDORS

h) ATTACHMENT F: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

j) ELECTRONIC COPY OF PROPOSED CATALOG. Note: A copy of the proposed catalog does not need to be included in printed version of the bid.

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) BAFO: Best and Final Offer, submitted by a vendor to alter its initial bid, made in response to a request by the issuing agency.

b) BUYER: The employee of the State or Other Eligible Entity that places an order with the Vendor.

c) COMMUNITY COLLEGE: Any of the fifty-eight (58) public North Carolina Community Colleges.

d) CONTRACT LEAD: Representative of the Division of Purchase and Contract that manages the IFB and resulting Contract. This person may change over time.

e) E-PROCUREMENT SERVICES: The program, system, and associated services through which the State conducts electronic procurement.

f) 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 Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.

g) IFB: Invitation for Bids.

h) LOT: A grouping of similar products within this IFB.

i) ORDERING ENTITY: One of the 58 Community Colleges that issued a purchase order for the requirement.

j) 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.

k) OTHER ELIGIBLE ENTITIES: Entities other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community, sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child-placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.

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 of higher education and other institutions.

o) STATE DEPARTMENTS: Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural Resources, Department of Environmental and Natural Resources, Department of Health and Human Services, Department of Insurance, Department of Justice, Department of Labor, 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 Information Technology Services, 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) TERM CONTRACT: A contract generally intended to cover all requirements for a commodity for a specified period of time.

q) VENDOR: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.4 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor’s response. This applies to any language appearing in or attached to the document as part of the Vendor’s response that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. By execution and delivery of a bid
to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer 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.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards made as deemed advantageous or necessary to provide the contemplated requirements as determined by a consideration of those bids meeting specifications and requirements with the highest discount offered. It is the intent of this IFB to award a Contract to one single vendor who is an authorized dealer for Miller and Lincoln Welding Equipment & Accessories offering the highest % discount off the MSRP per manufacturer herein. However, the State reserves the right to award manufacturers separately if it is in the State's best interest. State reserves the right to reject any bid on the basis of function, compatibility with specified requirements as well as cost, make separate awards to different Vendor for each manufacturer or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT D: 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) that is in arrears by 91 days or more at the time of bid opening shall be considered a relevant factor in determining whether to award a Contract under this IFB.

3.2 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT: B: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.3 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (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 to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other
communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's 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. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.4 BID EVALUATION PROCESS

1. Bids are requested for the items as brand specified only; no equivalent shall be acceptable. 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.
2. At the date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the State is not required to request 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.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation.

Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State. 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.

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 the 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 2.4.

4.1 DEVIATIONS

Any deviations from the Bid Requirements herein must be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Bid Requirements, and the successful Vendor will be held responsible to supply conforming goods. Deviations must 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.
4.2 CERTIFICATION AND SAFETY LABELS
PRODUCT SAFETY LISTING: 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. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this IFB are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

4.3 CONTRACT TERM
The Contract shall have a three-year term, beginning on the date the Contract is executed by the State (the “Effective Date”). The State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments. The successful vendor(s) shall begin performance under the contract no later than ten (10) business days after the Effective Date.

4.4 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 buyers 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.

4.5 CATALOG SOLUTION
Each Vendor shall submit with its proposal an electronic copy of the catalog of items it proposes to make available for purchase under the scope of this IFB. The electronic catalog shall provide the following information for each item: product manufacturer name, product manufacturer item number, item description, unit of measure, and Vendor List Price. The catalog shall be submitted in MS Excel format on a compact disk (CD) and must be clearly labeled with the name of the Vendor and date that the catalog was last updated.

The State may request, at any time after award of the contract, an electronic copy of the catalog which shall be provided by the Vendor within five (5) business days of the request. The electronic catalog provided post contract award shall also include the contract net price to the State for each item in addition to the other information required in this Section.

4.6 PRICING
General
Prices shall include all applicable freight charges—extra charges shall not be allowed—and shall be net, F.O.B. Destination any point in the State of North Carolina as designated by the ordering agency including dock delivery and tailgating of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon mutual agreement, delivery locations may be modified as agreed between the Vendor and the using Agency. 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 Vendor to be held in default of the contract. North Carolina sales tax, for those non-State entities to which it is applicable, shall be invoiced as a separate item.

Price Adjustments: Prices bid by the Vendor shall be held constant for the first year of the Contract. The Vendor may request a price increase at the start of the second and third year of the three-year Contract term. The Vendor may also request a price escalation at
the start of any option years exercised by the State.

Price increase requests shall be submitted in writing to the Contract Manager. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

**Discounts**

Prices shall be expressed as a discount from the manufacturer’s MSRP List for either the entire price list or breakdowns by style, function, etc., from the manufacturer’s MSRP List. Volume discounts, if offered, shall also be based on MSRP List. Discount shall remain in effect for the entire contract period and cannot be decreased. However, the discount may be increased; any such increase shall remain in effect for the reminder of the contract period and any subsequent extensions.

**Additional Discount Offers/Rebates**

This component of the Pricing Response is optional but the State encourages Vendors to provide additional financial incentives, if possible, within the scope of this IFB that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, rebates, additional discounts by manufacture or product type, etc. Additional savings offers shall be in addition to the discounts bid on Core List and Discount Off Items.

The State reserves the right to accept or reject all or part of proposed Additional Savings Offers as part of a Vendor’s Total Price Submittal Value. It is at the State’s sole discretion to assign no value to propose Additional Savings Offers which the State cannot quantify or to give only partial value for Additional Savings Offers. Vendors are able to offer the State additional savings offers using the Additional Discount Offers within ATTACHMENT A: PRICING FORM.

**Volume Discounts/Tier Pricing**

If Volume Discounts/Tier Pricing is offered, it shall be in accordance with Attachment A: Pricing Form.

**4.7 DELIVERY**

**FOB DESTINATION-STATEWIDE**

The successful Vendor shall complete the delivery within **Fourteen (14) consecutive calendar days** after receipt of purchase order, unless otherwise stated here: ________ days. The State reserves the right to consider delivery schedules offered as a factor in the award of the contract.

**4.8 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.

**4.9 DELIVERY, OUT-OF-STOCK, AND BACK-ORDERS**

The Successful Vendor shall deliver ordered items after receipt of purchase order within the time specified for the product on the relevant PRICING SUBMITTAL FORM, unless prior written approval is obtained from the Buyer or the P&C Contract Administrator. All deliveries shall be delivered to the location specified by the Buyer in the Purchase Order. The specified location may include a loading dock or area inside a building. Successful Vendor shall notify Buyer at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s) if agency requires.

A successful Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver ready for owner’s use. The Successful Vendor shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to Buyer by Successful Vendor of a fulfillment delay of one or more items in a shipment, the Buyer may
cancel undelivered items within an order, or an order in its entirety, without penalty or charge, providing the cancellation occurs before Buyer is notified that the delayed item or order has shipped.

4.10 PRODUCT ADDITIONS AND REMOVALS
The items included in this IFB are expected to cover the State’s needs for the term of the Contract. In the case that the needs change over the term of the Contract, the State reserves the right to add additional products to the Contract that can be supplied by the awarded Vendor(s). The price for these added products will be mutually agreed to by the State and the Vendor, but shall be priced at a discount similar to what is being offered on the products listed in the IFB.

4.11 PRODUCT RECALL
A successful 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. A successful Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

4.12 SALES PROMOTIONS
Vendor may conduct sales promotions involving price reductions for a term shorter than Contract term. A Vendor shall submit to the Contract Lead documentation related to the sales promotion which contains the following: (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to current Contract prices. Promotional prices shall be available to all Buyers. Upon approval of the sales promotions by the Contract Administrator, the Vendor may offer the sales promotion to Buyers.

4.13 POST AWARD PRODUCT SUBSTITUTIONS
Post award products substitutions are not permitted without prior approval from the Contract Administrator at the Division of 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.

4.14 WARRANTY
Manufacturer’s standard warranty shall apply to the extent it exceeds minimum warranty requirements. Vendors shall indicate in ATTACHMENT A, PRICING FORM their manufacturer’s standard warranty.

Vendor warrants that all goods furnished under this IFB shall be new, of good material and workmanship. The warranty will be for a minimum period of five (5) years from date item is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the State.

The report of a problem does not presuppose that every call must result in an “on-site” visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

4.15 QUALITY ACCEPTANCE INSPECTION
Upon delivery of the goods and/or completion of the project (whichever is applicable) the Vendor shall request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mall Service Center, Raleigh, NC 27699-1305; Fax # (919) 807-4511; or e-mail to P&C.inspections@doa.nc.gov. Vendor shall include a copy of the Purchase Order and a copy of the bid with its inspection request.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL A QA INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.
4.16 REFERENCES
Vendor shall be an authorized dealer for the maintenance machines offered. List below references for which Vendor has supplied the exact models of machines offered. The State may contact these users to determine quality level of the offered machines; as well as, but not limited to user satisfaction of Vendor performance. Such information shall be considered in the evaluation of the bid.

<table>
<thead>
<tr>
<th>SITE</th>
<th>DATE OF DELIVERY</th>
<th>CONTACT NAME</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

4.17 FINANCIAL STABILITY
Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. 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.

4.18 DESCRIPTIVE LITERATURE/ SUPPORTING DOCUMENTATION
Each bid must be accompanied by complete descriptive literature, specifications, certifications, and any other pertinent data necessary for thorough evaluation of all products being offered in this bid. Failure to include such information shall be a sufficient basis for rejection of the bid.

The Vendor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

5.0 CONTRACT ADMINISTRATION

5.1 POST AWARD MANAGEMENT REVIEW MEETINGS
The Vendor, at the request of the State, shall meet periodically (e.g., quarterly) with the State for Management Review meetings. The purpose of these meetings will be to review the quarterly management report, discuss Vendor and State performance, address issues, review sales data, review continuous improvement and cost saving ideas, discuss market trends, and discuss any other pertinent topics.

5.2 ACCOUNT MANAGER AND CUSTOMER SERVICE
Vendor shall designate and make available to the State a dedicated account manager. The account manager shall be the State's point of contact for Contract related issues and/or issues which need to be escalated above customer service representatives. The account manager shall be available 8:00AM to 6:00PM ET on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact.

The Vendor shall maintain a toll-free customer service number to provide assistance as needed. Customer service representatives shall be available through the Vendor(s)'s toll-free customer service number from 8:00AM to 6:00PM ET on State business days. The Awarded Vendor shall provide an Account Manager and Customer Service plan for North Carolina within 10 business days of award.
5.3 INVOICES
Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be single invoices meaning that the Vendor shall provide the Ordering Entity with an invoice for each order. Invoices must include detailed line item information to allow Ordering Entity 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 an Ordering Entity’s request, the Vendor shall provide Consolidated Invoicing. An Ordering Entity 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 Ordering Entity meets the terms, and the date for which the prompt payment discount(s) expire.

5.4 CONTINUOUS IMPROVEMENT
The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

5.5 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. If the Vendor 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 Vendor to apprise such parties of all such Contract Amendments.

5.6 QUARTERLY REPORTS
The Vendor shall provide Quarterly Management Reports to the designated Contract Manager and other ad-hoc reports to the designated Contract Manager and/or Buyers, and to this email address PCRReports@doa.nc.gov.

The Quarterly Management Reports shall include, at a minimum, information on:

- **Sales and Pricing**: Items purchased, purchased quantities, list price, State price paid, ordering entity, delivery location, out of stock alternate items proposed and acceptance by buyer(s)
- **Issues and Performance**: Issues identified by the Vendor related to Vendor performance or the State’s usage of the Contract

The reports should be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Word. The Vendor shall submit the Quarterly Management Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

- **By October 15th**: Q1 Quarterly Management Report for July – September
- **By January 15th**: Q2 Quarterly Management Report for October – December
- **By April 15th**: Q3 Quarterly Management Report for January – March
- **By July 15th**: Q4 Quarterly Management Report for April – June.

If the Contract start date does not align with the start of a quarter the first Quarterly Management Report will be for the period from the Contract start date to the end of the initial quarter.
Within fifteen (15) business days of the award of the Contract the Vendor shall submit sample report(s) to the designated Contract Manager Bahaa Jizzi for approval of format and content.

ATTACHMENTS BEGIN ON NEXT PAGE
ATTACHMENT A: PRICING FORM

WELDING EQUIPMENT and ACCESSORIES

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Make Copies of this document/page as necessary to portray all manufacturing lines being offered to the State of North Carolina for each Miller or Lincoln product.

SUBMIT THIS PAGE FOR EACH MANUFACTURER OFFERED.

MANUFACTURER:

BRAND NAME IF DIFFERENT:

ADDRESS:

COMPANY WEB SITE

PRODUCT/CATEGORY DESCRIPTION:

Welding Equip

ACCESSORIES

Welding Acc.

CURRENT CATALOG IDENTIFICATION AND DATE:
(This should match the catalog title on the face page of the document being referenced)

PRICE LIST IDENTIFICATION AND DATE:
(This must be a commercially available manufacturer's current published MSRP. Submission of price schedules developed specifically for this bid WILL result in disqualification from award consideration)

(CURRENT PUBLISHED MSRP IS REQUIRED)

TIER PRICING SCHEDULE
Tier Pricing must be based on Current Published MSRP:

$1-$49,999K
$50,000-$99,999K
$100,000-$399,999K
$400,000-$499,999K
$500K+

Additional Discount Offers/Rebates

ESTIMATED DELIVERY:

GUARANTEED DELIVERY:

MANUFACTURER’S WARRANTY

Vendor:

Arc3 Gases

Lincoln Electric

22801 St. Clair Ave, Cleveland, OH 44117
www.lincolnelectric.com

See Industrial Price File for Categories
% DISCOUNT FROM CURRENT PUBLISHED MSRP:
  12%-A, 15%-B, 17%-C, 25%-D, 30%-E
% DISCOUNT FROM CURRENT PUBLISHED MSRP
  12%-A, 15%-B, 17%-C, 25%-D, 30%-E

Lincoln Electric/2016
Welding & Cutting Solutions Equipment Catalog

Lincoln Industrial April 1, 2016
Price

NOTE: All discounts should be from Current Published MSRP.

n/a

14 Calendar Days A/R/O

30 Calendar Days A/R/O

3 years
ATTACHMENT A: PRICING FORM

WELDING EQUIPMENT and ACCESSORIES

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Make Copies of this document/page as necessary to portray all manufacturing lines being offered to the State of North Carolina for each Miller or Lincoln product.

SUBMIT THIS PAGE FOR EACH MANUFACTURER OFFERED.

MANUFACTURER: Miller Electric Mfg Co.
BRAND NAME IF DIFFERENT: 
ADDRESS: 1635 W. Spencer St. Appleton, WI 54912
COMPANY WEB SITE: millerwelds.com

PRODUCT/CATEGORY DESCRIPTION: Welding Equip.
ACCESSORIES Welding Acc.

CURRENT CATALOG IDENTIFICATION AND DATE: (This should match the catalog title on the face page of the document being referenced)

PRICE LIST IDENTIFICATION AND DATE: (This must be a commercially available manufacturer's current published MSRP. Submission of price schedules developed specifically for this bid WILL result in disqualification from award consideration)

{Current Published MSRP IS REQUIRED}

TIER PRICING SCHEDULE
Tier Pricing must be based on Current Published MSRP:

$1-$49,999K  n/a  %
$50,000-$99,999K  n/a  %
$100,000-$399,999K  32  %
$400,000-$499,999K  32  %
$500K+  33  %

Additional Discount Offers/Rebates  n/a  %

ESTIMATED DELIVERY: 14 Calendar Days A/R/O

GUARANTEED DELIVERY: 30 Calendar Days A/R/O

MANUFACTURER'S WARRANTY: 3 years

NOTE: All discounts should be from Current Published MSRP.
ATTACHMENT B: VENDOR INFORMATION (4 pages)

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

  State Normal Business Hours (Specify M-F, Sat, Sun):

  M-F, 8-5

  Name: Jason Vernon
  Title: Marketing Manager

  Telephone Number:
  (410) 892-4016
  (410) 892-3575

  Fax Number:

  Pager Number:
  (410) 980-6107

  Cellular Telephone Number:
  jason.vernon@arc3gases.com

  E-Mail Address:
### SERVICE REPRESENTATIVES
Names, addresses and telephone numbers of Vendor's representatives who will render services under this contract (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buck Holland</td>
<td>1833 Progress Rd.</td>
<td>919-820-9044</td>
<td>910-980-6374</td>
<td></td>
</tr>
<tr>
<td>Ricky Williams</td>
<td>1636 Hwy 301 South</td>
<td>919-906-7362</td>
<td>910-980-6371</td>
<td></td>
</tr>
<tr>
<td>Liston Hayes</td>
<td>2305 Lowery St.</td>
<td>336-830-4794</td>
<td>336-761-8458</td>
<td></td>
</tr>
<tr>
<td>Ryan Thomas</td>
<td>3401 S Wilmington St.</td>
<td>919-820-1435</td>
<td>910-980-6372</td>
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</tr>
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### DISTRIBUTION
Number of distribution points from which contract will be serviced: 22
(Use additional sheets if necessary)

<table>
<thead>
<tr>
<th>Distribution points location (City &amp; State):</th>
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<tbody>
<tr>
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Vendor: Arc3 Gases
SERVICE REPRESENTATIVES
Names, addresses and telephone numbers of Vendor's representatives who will render services under this contract (Use additional sheets if necessary):

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<tr>
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<td>Email</td>
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DISTRIBUTION
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(Use additional sheets if necessary)

<table>
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<th>Distribution points location (City &amp; State):</th>
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<td>2 Burlington, NC</td>
</tr>
<tr>
<td>3 Mount Airy, NC</td>
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<tr>
<td>4 Gastonia, NC</td>
</tr>
<tr>
<td>5 Charlotte, NC</td>
</tr>
<tr>
<td>6 Rockingham, NC</td>
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<tr>
<td>7 Goldsboro, NC</td>
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<tr>
<td>8 Sanford, NC</td>
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<td>14</td>
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</tbody>
</table>
ORDERING INFORMATION:
List the authorized dealers that will service this contract (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1636 Hwy 301 South</td>
<td>910-892-4016</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Dunn, NC 28334</td>
<td>Fax</td>
</tr>
<tr>
<td>Contact</td>
<td>Jan McLamb</td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:jan.mclamb@arc3gases.com">jan.mclamb@arc3gases.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>206 E Mountain Dr.</td>
<td>910-483-0169</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Fayetteville, NC 28306</td>
<td>Fax</td>
</tr>
<tr>
<td>Contact</td>
<td>Chris McLamb</td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:chris.mclamb@arc3gases.com">chris.mclamb@arc3gases.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>3401 S Wilmington St.</td>
<td>919-772-9500</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Raleigh, NC 27603</td>
<td>Fax</td>
</tr>
<tr>
<td>Contact</td>
<td>Brent Ellis</td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:brent.ellis@arc3gases.com">brent.ellis@arc3gases.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>105 Coeco Circle</td>
<td>252-446-3257</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Rocky Mount, NC 27802</td>
<td>Fax</td>
</tr>
<tr>
<td>Contact</td>
<td>Mike Spain</td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:mike.spain@arc3gases.com">mike.spain@arc3gases.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1833 Progress Rd</td>
<td>252-752-3089</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Greenville, NC 27835</td>
<td>Fax</td>
</tr>
<tr>
<td>Contact</td>
<td>Charlie Stokes</td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:charlie.stokes@arc3gases.com">charlie.stokes@arc3gases.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>246 S Carolina Ave.</td>
<td>910-762-1888</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Wilmington, NC 28402</td>
<td>Fax</td>
</tr>
<tr>
<td>Contact</td>
<td>Mitch Dees</td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:mitch.dees@arc3gases.com">mitch.dees@arc3gases.com</a></td>
</tr>
</tbody>
</table>

Toll-free Product information telephone number: ________________________________

Vendor: Arc3 Gases

-----------------------------------

Vendor: Arc3 Gases

-----------------------------------
**VENDOR:** Arc3 Gases

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>910-277-0250</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>432 Hillside Ave.</td>
<td>Fax</td>
<td>910-277-7421</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Laurinburg, NC 28352</td>
<td>Email</td>
<td><a href="mailto:darrell.dees@arc3gases.com">darrell.dees@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Darrell Dees</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>252-633-5908</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1100 Old Cherry Point Rd</td>
<td>Fax</td>
<td>252-633-6849</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>New Bern, NC 28560</td>
<td>Email</td>
<td><a href="mailto:jim.hendrix@arc3gases.com">jim.hendrix@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Jim Hendrix</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>252-264-3515</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1363 US Hwy 17S Ste 14</td>
<td>Fax</td>
<td>252-264-3818</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Elizabeth City, NC 27909</td>
<td>Email</td>
<td><a href="mailto:phil.mayo@arc3gases.com">phil.mayo@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Phil Mayo</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>919-682-4527</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>715 E Geer St.</td>
<td>Fax</td>
<td>919-682-4727</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Durham, NC 27701</td>
<td>Email</td>
<td><a href="mailto:mickey.stephenson@arc3gases.com">mickey.stephenson@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Mickey Stephenson</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>252-537-9106</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>209 Garrysburg Rd</td>
<td>Fax</td>
<td>252-537-2968</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Gaston, NC 27832</td>
<td>Email</td>
<td><a href="mailto:daryl.bass@arc3gases.com">daryl.bass@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Daryl Bass</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>336-723-9651</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2305 Lowery St</td>
<td>Fax</td>
<td>336-761-8458</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Winston Salem, NC 27101</td>
<td>Email</td>
<td><a href="mailto:jerry.campbell@arc3gases.com">jerry.campbell@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Jeremy Campbell</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Toll-free Product information telephone number: __________

Vendor: Arc3 Gases
ORDERING INFORMATION:
List the authorized dealers that will service this contract (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>910-671-0775</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2308 Collins St</td>
<td>Fax</td>
<td>910-671-0165</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Lumberton, NC 28358</td>
<td>Email</td>
<td><a href="mailto:jay.gray@arc3gases.com">jay.gray@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Jay Gray</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>336-275-3333</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>810 Post St</td>
<td>Fax</td>
<td>336-275-9756</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Greensboro, NC 27405</td>
<td>Email</td>
<td><a href="mailto:danny.hollifield@arc3gases.com">danny.hollifield@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Danny Hollifield</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>704-872-5281</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1996 Salisbury Rd</td>
<td>Fax</td>
<td>704-872-4529</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Statesville, NC 28677</td>
<td>Email</td>
<td><a href="mailto:jimmy.holder@arc3gases.com">jimmy.holder@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Jimmy Holder</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>336-229-9755</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2277 Hanford Rd</td>
<td>Fax</td>
<td>336-229-9756</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Burlington, NC 27215</td>
<td>Email</td>
<td><a href="mailto:scott.pfister@arc3gases.com">scott.pfister@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Scott Pfister</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>336-789-9000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>397 Hickory St</td>
<td>Fax</td>
<td>336-789-6219</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Mount Airy, NC 27030</td>
<td>Email</td>
<td><a href="mailto:tim.hardy@arc3gases.com">tim.hardy@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Tim Hardy</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Arc3 Gases</th>
<th>Phone</th>
<th>704-864-9765</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2304 N Chester St</td>
<td>Fax</td>
<td>704-864-9017</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Gastonia, NC 28054</td>
<td>Email</td>
<td><a href="mailto:mark.chester@arc3gases.com">mark.chester@arc3gases.com</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Mark Chester</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Toll-free Product information telephone number: ____________________________

Vendor: Arc3 Gases
**ORDERING INFORMATION:**
List the authorized dealers that will service this contract (Use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arc3 Gases</td>
<td>704-376-7334</td>
<td><a href="mailto:ira.fick@arc3gases.com">ira.fick@arc3gases.com</a></td>
</tr>
<tr>
<td>518 W 24th St</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charlotte, NC 28206</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ira Fick</td>
<td>704-376-7099</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arc3 Gases</td>
<td>910-997-7223</td>
<td><a href="mailto:preston.dawkins@arc3gases.com">preston.dawkins@arc3gases.com</a></td>
</tr>
<tr>
<td>101 Maness Ave</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rockingham, NC 28379</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preston Dawkins</td>
<td>910-997-6148</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arc3 Gases</td>
<td>919-736-4418</td>
<td><a href="mailto:jeff.vernon@arc3gases.com">jeff.vernon@arc3gases.com</a></td>
</tr>
<tr>
<td>611 W Ash St</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goldsboro, NC 27530</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jeff Vernon</td>
<td>919-735-4871</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>3701 Dawkins Ave</td>
<td>919-775-5331</td>
<td><a href="mailto:jimmy.blalock@arc3gases.com">jimmy.blalock@arc3gases.com</a></td>
</tr>
<tr>
<td>Sanford, NC 27330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jimmy Blalock</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Toll-free Product information telephone number: ________________________________

Vendor: Arc3 Gases
# NC Supplier Contact Form

## Company Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Arc3 Gases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1660 Hwy 301 South</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Dunn, NC 28334</td>
</tr>
<tr>
<td>Company Phone</td>
<td>910-892-4016</td>
</tr>
<tr>
<td>Company Fax</td>
<td>910-892-3575</td>
</tr>
<tr>
<td>Description of Products Sold</td>
<td>Industrial Gases &amp; Welding Supplies</td>
</tr>
</tbody>
</table>

**Does your company utilize fulfillment partners/channel partners (dealers, distributors, resellers, etc.)?** □ Yes □ No

<table>
<thead>
<tr>
<th>Customer Service Phone Number</th>
<th>910-892-4016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aruba Network ID (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Dun &amp; Bradstreet Number</td>
<td>06 5300535</td>
</tr>
<tr>
<td>Website URL (if applicable)</td>
<td>arc3gases.com</td>
</tr>
</tbody>
</table>

## Business Contact – Person who understands NC relationships and who can serve as a project manager

<table>
<thead>
<tr>
<th>First and Last Name</th>
<th>Jason Vernon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Title</td>
<td>Marketing Manager</td>
</tr>
<tr>
<td>Phone Number</td>
<td>910-980-6107</td>
</tr>
<tr>
<td>Fax Number</td>
<td>910-892-3575</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:jason.vernon@arc3gases.com">jason.vernon@arc3gases.com</a></td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>First and Last Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Title</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>First and Last Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Title</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>

**Address (if different from above)**
ATTACHMENT C: 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 this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

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

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

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

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.:

b) The Vendor agrees to 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 outside of the United States □ YES □ NO

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.

c) Identify all U.S. locations at which performance will occur:

This Space is Intentionally Left Blank
ATTACHMENT D: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION

NORTH CAROLINA RESIDENT VENDORS TAKE NOTE:

Pursuant to North Carolina General Statute §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 qualified in-State resident Vendors 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 preference, 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 Preference 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 preference 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 14 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 preference 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 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 their price bid scores, from highest to lowest, so that the qualified North Carolina resident Vendor that scored the highest price score 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 awarded 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 preference, 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 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 preference, 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 preference 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 MUST 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

Please check the applicable boxes below, in order to be considered for the price-matching preference under Executive Order #50 and G.S. §143-59(e)(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

1. 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: ___________________________________________

   B. Provide address of principal place of business:

      1660 Hwy 301 South
      Dunn, NC 28334

      Street Address (no P.O. Box number)

      City, State, Zip Code

      Is the above address the location of Vendor’s headquarters? ☐ YES ☐ NO

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

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.
RESIDENT VENDOR'S CERTIFICATION FOR PRICE-MATCHING OPPORTUNITY
UNDER EXECUTIVE ORDER #50

NOTICE: The Price-Matching Opportunity will only be given to Vendors that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the Vendor and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any other required information.

Affidavit of Arc3 Gases (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: Jason Vernon
Signature: [Signature]
Title: Marketing Manager
Date: 4-1-16

NOTARY:
State of NC County of Harnett
Subscribed and sworn to before me this 5 day of April 2016
Notary Public: [Signature] Commission expires 3-11-2017

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ATTACHMENT E: 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 delivery 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.

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 sign the Execution page (page 3 of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this IFB and any contract resulting therefrom, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT F: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT E: INSTRUCTIONS TO VENDORS; and (5) 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 must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.

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 company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

9. **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.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order 150 (1999), 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.

11. **RECIPIROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The “Principal Place of Business” is defined as the principal place from which the trade or business of the Vendor is directed or managed.

12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets 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 or 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.

13. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least $25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract with 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.nps.state.nc.us/lps/](https://www.nps.state.nc.us/lps/). All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B. 1519 (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 preference. These documents should 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 protestor pursuant to G.S. §132-1.1 and §105-259(b) and the State shall preserve the confidentiality of such documents.

14. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

15. **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 bid 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.
and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

16. **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 this IFB and informal Addenda issued through IPS.

17. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/BidNumberSearch. 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 website 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.

18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC 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://www.pandc.nc.gov/.

19. **WITHDRAWAL OF BID:** A bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on 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.

20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor’s sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

21. **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.

22. **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 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 F: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

   The Vendor shall be in default, if its Certification submitted for a price-matching preference 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. [Include only if EO50 applies.]

In addition, in the event of default by the Vendor under this Contract, the State may immediately cease doing business with the Vendor, immediately terminate for cause all existing Contracts the State has with the Vendor, and debar the Vendor from doing future business with the State. 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 preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

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 terminate, for cause, this Contract and all other existing Contracts the Vendor has with the State, and 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 items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, 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 are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
   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 solicits sales or transacts 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. All agencies participating in this 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:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to any conflict of laws rules.

7. **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.

8. **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 by reason of race, color, religion, sex, national origin or disability.

9. **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.

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

The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

11. **INTELLECTUAL PROPERTY 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 unpatented invention, articles, device or appliance delivered in connection with this contract.

12. **ADVERTISING:** Vendor agrees not to use the existence of this 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.

13. **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 this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).

14. **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:

- 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 this Contract.

15. 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. 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.

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 $250,000.00 bodily injury and property damage; $250,000.00 uninsured/underinsured 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 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 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 this 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.

16. 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 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 Vendor in the performance of this 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 to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

17. TERMINATION FOR CONVENIENCE: Following an initial ninety-day period from the date of award, either Party may terminate this Contract for any reason by providing 30 days’ notice in writing to the other Party. If the contract is terminated by the State as provided in this section 17, the Vendor shall be paid for all performance completed and accepted by the State, less payment or compensation previously made. If terminated by the Vendor, Vendor shall complete delivery of any orders by the State received by the Vendor at the time notice is received.

18. ELECTRONIC PROCUREMENT: (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 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 North Carolina General Statute §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 N.C.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 agrees at all times to 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 e-mail. 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.

19. 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 performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

20. 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.

21. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

22. **WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

23. **TERMINATION FOR CONVENIENCE:** Following an initial ninety-day period from the date of award, either Party may terminate this Contract for any reason by providing 90 days' notice in writing to the other Party. If the contract is terminated by the State as provided in this section, the Vendor shall be paid for all performance completed and accepted by the State, less payment or compensation previously made. If terminated by the Vendor, Vendor shall complete delivery of any orders by the State received by the Vendor at the time notice is received.

24. **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.

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ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Arc3 Gases

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

☐ The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.
  Date of latest audit: 12-14

☐ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

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

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

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

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature  Date

Jason Vernon  Marketing Manager

Printed Name  Title

[This Certification Must Be Signed By the Same Individual Who Signed the Bid Execution Page.]