

Term Contract No. 060C

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	060C	Filters, Oil, Air, and Fuel, Automotive
Effective Dates	May 1, 2009 thru April 30, 2012	
Bid Number	200900167	
Administrator	Mike Brendle CPPB	
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Last Updated	August 24, 2009	

1. General Information

This contract is intended to cover the State's normal requirements for Automotive Oil, Air, Transmission, Coolant and Fuel Filters.

The contractor is to supply the exact model number of filter, for each application that is specified by the OEM for that specific application. Said filter shall meet or exceed all OEM specifications for filtration and dimensions (e.g. clearances, sealing, and spin-on threads) as presented by the OEM filter for that application.

Contractor shall supply ALL filters individually boxed with all associated components (gaskets, washers, etc.), packaged together and properly labeled on the outside of each box.

The Standard Specification for this commodity may be viewed at www.ncpandc.gov/splist.htm.

NC General Statute-§ 130A-309.10. Prohibited acts relating to packaging; coded labeling of plastic containers required; disposal of certain solid wastes in landfills or by incineration prohibited.

(10) (Effective October 1, 2009) Motor vehicle oil filters.

2. Scope of Contract

The scope of this contract is limited to normal requirements of automotive oil, air, transmission, coolant and fuel filters.

This contract is for use by all State agencies, departments, institutions, public school units (except those exempt by statute), universities, community colleges, and non state agencies.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit 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, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

Vendor Complaint Form

The Vendor Complaint Form can be found at the following web address:

<http://www.ncpandc.gov/documents/vendcom.doc>

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds \$10,000 must be forwarded to the Division of purchase and Contract for processing. The Division at it's sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor.
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor.
3. A separate Invitation for Bids may be issued for the requirement.

5. Minimum Orders

This contract will be for a minimum order of \$150.00 for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

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

7. Delivery

The contractor(s) will complete delivery within 3-5 consecutive calendar days after receipt of purchase order.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby. THE END USER RESERVES THE RIGHT TO OBTAIN FILTERS ELSEWHERE WHEN THE CONTRACTOR BACKORDERS AN ITEM(S). HOWEVER, END USER SHOULD CONTACT THE CONTRACTOR FOR THE DELIVERY SCHEDULE BEFORE OBTAINING FILTERS ELSEWHERE. NORMAL PURCHASING POLICIES/PROCEDURES ARE TO BE FOLLOWED. END USER SHOULD DOCUMENT THEIR FILES WHEN OBTAINING FILTERS ELSEWHERE.

PACKAGING:

Vendor shall supply filters individually boxed and labeled with all associated components (gaskets, washers, etc.), packaged together and properly labeled on the outside of the box. Multiple unit packaging of individually boxed and labeled filters will be acceptable. Individually boxed means boxed in containers with components mentioned previously and capable of preventing each filter from rolling or shifting when placed individually on a storage shelf.

Multiple unit packaging of individually boxed and labeled filters by means of shrink wrap or bagging will be acceptable. All associated components must be included in the individual box with each individual filter.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is \$ 150.00 or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contact.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

Note! All shipments should be inspected for damage immediately upon receipt.

9. Item Pricing Information

Pricing information for this contract is available through the NC E-Procurement Service. Only the most commonly ordered items are listed. If you need pricing on the items not listed, call the contractor .

Carolina Rim and Wheel offers a **66.1 %** discount off ALL filters in the Luber Finer Catalog #LFPS US 0708 dated July 2008.

10. Cross Reference Guide and Product(s)

The contractor has an online Cross Reference Guide that may be accessed through www.luberfiner.com .

11. Price Lists and Catalogs

Contractors are required, upon request of any user, to provide the user with catalogs, descriptive literature, cross reference guides, price lists, and a listing of authorized dealers, complete with toll free phone and fax numbers. This information is to be provided to the ordering agency within 3 business days of the request. Such information shall be provided to the user at no charge.

12. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name/Fed ID #	Address	Contact, Phone, Fax, Email
Carolina Rim and Wheel Co. Contact contractor for Federal ID number	PO Box 30126 Charlotte, NC 28230	Contact: Tom Stewart Toll Free: 800-532-6219-xt 105 Phone: 704-334-7276 Fax: 704-334-7270 e-mail: tstewart@carolinarim.com

13. Warranty

The contractor warrants to the owner that all filters and filter elements furnished under this contract will be new, of good material and workmanship. Contractor agrees to replace promptly any filter or filter element, which by reason of defective material or workmanship shall fail when installed properly and changed in accordance with the engine or equipment manufacturer's service instructions. Such replacement shall be free of any charge to the owner. In additions, the contract will repair or replace, as appropriate in the reasonable judgment of the State depending upon the age of the equipment, any engine or equipment damage resulting from the malfunction of the filter or filter element supplied by the contractor, or resulting form any consequential differences between the contractor's filter and the OEM filter as specified in the OEM guide.

14. Substitutions

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Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

15. Contract Addenda

Addendum	Issue Date	Effective Date	Description
1	August 24, 2009	October 1, 2009	NC General Statute concerning disposal of Motor vehicle oil filters-See the General Information section of this contract