

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>070N</b>	<b>NEIGHBORHOOD ELECTRIC VEHICLES</b>
<b>Effective Dates</b>	November 1, 2007 to May 31, 2010	
<b>Bid Number</b>	701186	
<b>Administrator</b>	Grant Braley	
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<b>Last Updated</b>	January 11, 2010	

***PLEASE read this contract in its entirety.***

**1. GENERAL INFORMATION**

This contract is for Neighborhood Electric Vehicles (NEV). These vehicles are battery operated and are “street legal” for use on roads with a posted speed limit of 35 MPH or less. Please be sure to understand all guidelines and legal operating conditions of these vehicles. Contact the appropriate vendor for specific questions.

This contract is intended to cover the State's normal requirements of the vehicles described herein for the period from date of November 1, 2007 to May 31, 2010.

An attempt by a successful bidder to represent any vehicle and/or service not specifically requested herein and/or awarded as being under contract with the State of North Carolina is a violation of the contract. Such action is subject to legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension, and/or debarment of the contractor.

All vehicles listed herein meet FMVSS 500 and the NC General Statute 20-4.01.

**2. USE OF CONTRACT**

**STATE AGENCIES:**

This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain 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, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

**E-PROCUREMENT LINK:** [Statewide E-Procurement Project](#)

**3. ABNORMAL QUANTITIES:**

For purposes of this Invitation for Bids and any resulting contract award, any agency requirement that exceeds 10 vehicles must be forwarded to the Division of Purchase and Contract for processing. The Division, at its 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(s)
- 2) Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- 3) A separate Invitation for Bids may be issued for the requirement.

**4. MINIMUM ORDERS:**

The minimum order, qualifying for prepaid transportation, is one vehicle for any single order.

**5. DELIVERY:**

It is intended that all vehicles included herein be delivered by commercial transport as deemed practical and reasonable. Unless otherwise specified on the respective purchase order, deliveries are desired as soon as possible after receipt of order.

Delivery time frame is noted by each contractor's name (see section 23).

Contractor assumes full responsibility for the vehicles and any expenses incurred, including any damage and resulting repair, during transit and during storage until picked up by user.

**6. ORDERING INFORMATION:**

Contractors are required, upon request of any user, to provide the user with catalogs and descriptive literature and/or URL with vehicle descriptive literature (including exterior and interior colors), manufacturer's user-accessible URL for MSRP of all options, and NC pricing for options. This information is to be provided to the ordering agency within 3 business days of the request. Such information shall be provided at no charge to the user.

Contractors are required to provide the using agency with all information pertinent to the placement of and payment for orders.

Contractor information is provided under section 23.

**7. PURCHASE ORDER INFORMATION:**

The following information should be included on your purchase order.

1. Specify the base vehicle item number and description as listed in the contract, as well as any specific optional equipment as separate items, and include the contract price for each.
2. Specify interior and exterior vehicle colors.
3. Indicate the total contract price for the vehicle equipped as desired, which is the base vehicle price plus the total price for all options.
4. Designate how the vehicle is to be titled.
5. Designate the contact person (email and phone number) who can answer questions concerning the purchase order, and who can be notified by the contractor when the vehicle is ready for delivery.
6. Designate the contract payment terms (including number of days), contract delivery time, FOB point ("FOB destination"), and delivery location for the vehicle(s) you are ordering.
7. Indicate the name, address, and e-mail of the individual whom recall notices or alerts should be sent.

**8. ACKNOWLEDGMENT OF PURCHASE ORDER:**

Contractor shall immediately acknowledge receipt of purchase orders to the ordering agencies, in written format. Acknowledgement shall be sent within 3 days of receipt of order. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

**9. DO NOT SIGN FORMS:**

Agencies are cautioned NOT to sign any forms presented or mailed to user by contractor or manufacturer, except in cases where a particular form may be specifically authorized elsewhere in the contract. Examples of forms which should not be signed are those which involve assignment of motor vehicle sales proceeds accounts, or assignment, forfeiture, or alteration of any other contractual provisions or rights. The only forms which the user should sign are DMV Form MVR-1 (or latest revision), title application, odometer mileage statement, and a copy of the buyer's order or the invoice to acknowledge receipt of the vehicle.

**10. CONTRACT CHANGES:**

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor.

**11. SUBSTITUTIONS:**

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

**12. PRODUCT RECALL:**

In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, such notice must be sent free of charge to the purchasing agency listed on the applicable purchase order and to the contract administrator. Such notice must reference the affected purchase order number, agency name, vehicle make and serial number.

**13. TAXES:**

Prices shown herein do not include North Carolina sales, use, or personal property tax.

Agencies are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.

Address tax questions to the North Carolina Department of Revenue (919) 733-2151.

**14. TAGS:**

Dealer does not provide tags.

**15. PAYMENT:**

Net 30 days after receipt of correct invoice or acceptance of vehicles, whichever is later.

**16. DEALER EMBLEM:**

Decals or markings of any type pertaining to advertisement of dealer are not allowed.

**17. NO UNUSUAL CONTROL CONFIGURATION:**

All controls for driver's operation of the vehicle, including switches for all functions, are to be of a configuration that is customary for the general driving public in the United States. Controls that have unusual configurations are not acceptable, particularly when a questionable control installation may adversely affect safety during vehicle operation. Vehicles that are delivered with such unacceptable controls may be rejected and the contractor held responsible for furnishing the vehicle with proper control configuration.

**18. PRE DELIVERY SERVICE REQUIREMENTS:**

All vehicles must be properly serviced and in first class operating condition when delivered to, or designated as ready for pick-up by the owner. The successful bidder shall be responsible for servicing each vehicle as follows, in addition to any prior factory servicing.

1. Complete lubrication
2. Checking all fluid levels to insure that they are filled to manufacturer's recommended capacity.
3. Batteries to be fully charged.
4. Adjustment of engine to proper operating condition.
5. Inflating tires to correct pressure.
6. Careful check to insure perfect operation of all mechanical and electrical features.
7. Careful check to insure there are no appearance defects.
8. Thorough cleaning, including washing if necessary, and the removal of all unnecessary tags, stickers, paper, etc.
9. A State of North Carolina Motor Vehicles Inspection sticker is to be affixed to the vehicle. A US DOT inspection sticker is not part of the bid price, and if required by the user it will be invoiced as a separate item.
10. A certificate of origin is to be furnished to the owner.

**19. MOBILE SERVICE TRUCK:**

Contractor shall operate on a timely schedule a mobile service truck for statewide coverage in North Carolina. The service truck(s) are to be fully equipped and with personnel who are factory authorized to repair equipment shall be driven to the user's site, anywhere in the state, for purpose of immediately diagnosing and repairing any problem occurring with the vehicle. Service truck response times are listed by each contractor's name (see section 23).

If repairs cannot be completed on site, contractor shall be responsible for transporting vehicle to service area and re-delivery to user.

**20. WARRANTY:**

For all line items herein, manufacturer's standard warranty shall apply except minimum as follows: 24 months, unlimited miles, bumper to bumper, no deductible (excluding usual wear items, brake pads, tires, etc.) The State is to receive the benefit of any increase in manufacturer's new car warranty applicable to vehicles purchased from this contract.

**21. VENDOR COMPLAINT**

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

<http://www.pandc.nc.gov/Documents/vendcom.doc>

**22. CONTRACTOR / DELIVERY / SERVICE TRUCK RESPONSE**

If the agency does not receive order confirmation within 3 business days, the agency should contact the contractor to verify receipt of order.

It is recommended to visit the manufacturers' website to see the different types and styles of vehicles. This will insure you purchasing a NEV that best suits your needs.

<b>Contractor</b> (Issue Order To)	<b>Contact</b>	<b>Delivery</b> (Calendar Days)	<b>Service Truck</b> <b>Response Time</b>
<b>Carolina Industrial Equipment, Inc.</b>  4315 Taggart Rd. Charlotte, NC 28208	John Yoxtheimer <a href="mailto:mark@ciequipment.com">mark@ciequipment.com</a> 1-800-476-2434 Toll Free (704) 588-4522 Phone	45-60 Days	1 to 2 Working Days

	(704) 588-2592 Fax Manufacturer's Website: <a href="http://www.e-ride.com/">http://www.e-ride.com/</a>		
<b>Ilderton Dodge, Chrysler, Jeep</b> 701 South Main St. High Point, NC 27260	<b>Amy Hill</b> Fleet Manager <a href="mailto:amyhill@ilderton.com">amyhill@ilderton.com</a> (336) 822-8708 Phone (336) 887-4043 Fax Manufacturer's Website: <a href="http://www.gemcar.com">www.gemcar.com</a>	30-60 Days	2 Working Days

**23. VEHICLE EQUIPMENT:**

All units offered on this contract are equipped with the following equipment.

- |                                |                                   |
|--------------------------------|-----------------------------------|
| Hi/Low Beam Head Lamps         | Front Windshield Wipers           |
| Stop Lamps                     | Hard Doors                        |
| Turn Signal Lamps              | Side Windows                      |
| Tail Lamps                     | Speedometer                       |
| Side Reflectors                | Seat Belts                        |
| Parking Brakes                 | Solid Roof                        |
| Rear View Mirrors              | Heater/Defroster                  |
| Side Mirrors                   | Dash Mounted Fan or Vented System |
| Front and Rear Windshields     | Automotive Horn                   |
| License Plate Bracket          | Dome Light                        |
| 12 Volt Accessory Power Outlet |                                   |
| Battery Discharge Indicator    |                                   |

**24. CONTRACT ITEMS / PRICING:**

Item	Item/Contractor	Price
1.	E-Ride Industries EXV2 Includes Side Stakes  Contractor: Carolina Industrial Equipment	\$23,225.09
2.	GEM e2  Contractor: Ilderton Dodge, Chrysler, Jeep	\$11,652.00
3.	GEM e4  Contractor: Ilderton Dodge, Chrysler, Jeep	\$14,804.00
4.	GEM eS  Contractor: Ilderton Dodge, Chrysler, Jeep	\$12,470.00
5.	GEM eL Includes Side Stakes  Contractor: Ilderton Dodge, Chrysler, Jeep	\$13,955.00
6.	GEM eL XD Includes Side Stakes  Contractor: Ilderton Dodge, Chrysler, Jeep	\$15,088.00

**OPTION PRICING:** All optional equipment may be purchased at a discount of 6% off MSRP.

**25. CONTRACT ADDENDA:**

Addendum #	Effective Date	Change
1	Immediately – Posted March 25, 2008	Item 1 (E-Ride) Pricing Corrected
2	May 23, 2008	Item 1, new price
3	October 7, 2008	Contract extended for 1 year
4	October 31, 2008	Price increases on GEM items
5	October 30, 2009	Contract extended until 05/31/2010
6	January 11, 2010	Contract Administrator changed