



STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: 54-SH-02262024

Winch-Mount Push Bumpers

Brand Specific

Date Issued: August 13, 2024

Bid Opening Date: August 23, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Steve Hussey

Procurement Specialist III

Email: sthussey@ncdot.gov

Phone: 919-707-2638



STATE OF NORTH CAROLINA

Invitation for Bids # 54-SH-02262024

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so shall be sufficient cause to reject your bid.**

Vendor Name

Vendor eVP #

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Department of Transportation

Refer <i>ALL</i> Inquiries regarding this IFB to: Steve Hussey Email: sthussey@ncdot.gov 919-707-2638	Invitation for Bids # 54-SH-02262024
	Bids will be publicly opened: August 23, 2024, at 2:00 PM ET
Using Agency: NCDOT	Commodity No. and Description: 251748-Specialized Vehicle Systems and Components
Requisition No.: N/A	

EXECUTION

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

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor’s organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: 54-SH-02262024

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least one twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this ____ day of _____, 2024, as</p> <p>by _____</p> <p>(Authorized Representative of Department of Transportation)</p>

Table of Contents

- 1.0 PURPOSE AND BACKGROUND 5**
 - 1.1 CONTRACT TERM..... 5
- 2.0 GENERAL INFORMATION 5**
 - 2.1 INVITATION FOR BID DOCUMENT 5
 - 2.2 E-PROCUREMENT FEE 5
 - 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS 5
 - 2.4 IFB SCHEDULE 6
 - 2.5 BID QUESTIONS 6
 - 2.6 BID SUBMITTAL 6
 - 2.7 BID CONTENTS 7
 - 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS 7
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS 8**
 - 3.1 METHOD OF AWARD 8
 - 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION 8
 - 3.3 BID EVALUATION PROCESS 9
 - 3.4 PERFORMANCE OUTSIDE THE UNITED STATES 9
 - 3.5 INTERPRETATION OF TERMS AND PHRASES 10
- 4.0 REQUIREMENTS 10**
 - 4.1 PRICING 10
 - 4.2 ESTIMATED QUANTITIES 10
 - 4.3 PRODUCT IDENTIFICATION 10
 - 4.3 TRANSPORTATION AND IDENTIFICATION 10
 - 4.4 DELIVERY 10
 - 4.5 AUTHORIZED RESELLER 11
 - 4.6 WARRANTY 11
 - 4.7 DEMONSTRATION/PILOT MODEL 12
 - 4.8 HUB PARTICIPATION 12
 - 4.9 REFERENCES 12
 - 4.10 VENDOR’S REPRESENTATIONS 12
 - 4.11 FINANCIAL STABILITY 13
 - 4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION 13
- 5.0 PRODUCT SPECIFICATIONS 13**
 - 5.1 SPECIFICATIONS 13
 - 5.2 CERTIFICATION AND SAFETY LABELS 13
- 6.0 CONTRACT ADMINISTRATION 14**
 - 6.1 CONTRACT MANAGER 14
 - 6.2 CONTINUOUS IMPROVEMENT 14
 - 6.3 ACCEPTANCE OF WORK 14
 - 6.4 INVOICES 14
 - 6.5 DISPUTE RESOLUTION 15
 - 6.6 PRODUCT RECALL 15

6.7 PRICE ADJUSTMENTS 15

6.8 CONTRACT CHANGES 15

7.0 ATTACHMENTS 16

ATTACHMENT A: PRICING FORM 16

ATTACHMENT B: INSTRUCTIONS TO VENDORS 17

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS 17

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION 17

ATTACHMENT E: CUSTOMER REFERENCE FORM 17

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR 17

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION 17

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING 17

ATTACHMENT H: VENDOR REQUEST OF EO50 PRICE-MATCHING 18

1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid (IFB) is to obtain pricing for the purchase of Winch-Mount Push Bumpers for the North Carolina Department of Transportation (NCDOT). The Winch-Mount Push Bumpers are used by the Incident Management Assistance Program (IMAP) responders to aid in clearing incidents on the highways.

The intent of this solicitation is to award an Agency Specific Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date of final Contract execution (the “Effective Date”). In addition, and with the Vendor’s concurrence, the State reserves the right to extend a contract term after the last active term.

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 BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General 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 or issues, or exceptions regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contact award.

Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	August 13, 2024
Submit Written Questions	Vendor	August 16, 2024
Provide Responses to Questions	State	August 19, 2024
Submit Bids	Vendor	August 23, 2024
Contract Award	State	TBD

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to sthussey@ncdot.gov by the date and time specified above. Vendors will enter “IFB # 54-SH-02262024: Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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 rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
BID NUMBER: 54-SH-02262024 Attn: Steve Hussey North Carolina Department of Transportation Purchasing Unit, 334 1510 Mail Service Center Raleigh, NC 27699-1510	BID NUMBER: 54-SH-02262024 Attn: Steve Hussey North Carolina Department of Transportation Purchasing Section, Room 334 1 South Wilmington St. Raleigh, NC 27601

CAUTION: For bids submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting bids by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a bid via facsimile (FAX) machine, telephone, or email in response to this IFB shall NOT be accepted.**

- a) Submit a **signed, original executed** bid response, to the address identified in the table above.

- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bid(s).

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding on this IFB periodically check the State’s eVP 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.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s bid, in the State’s sole discretion.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Response of Section 4.4 Delivery, Section 4.5 Authorized Reseller, and Section 4.6 Warranty.
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

IMAP: Incident Management Assistance Program

NCDOT: North Carolina Department of Transportation

OSHA: Occupational Safety and Health Act

TIMELY FASHION: Thirty (30) Days or Less

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items 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 H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. 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 State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, 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, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting 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, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do 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.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State's eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s response.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are estimates only for the duration of the contract. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 PRODUCT IDENTIFICATION

BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.4 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

**NCDOT
Fleet and Material Management Unit
Attention: Production Office
4809 Beryl Road**

Raleigh, NC 27606

The equipment delivery entrance is in the 600 block of Blue Ridge Road, marked by a sign that reads: NCDOT New Equipment Delivery.

Delivery Note: Deliveries are ONLY accepted at the Fleet and Material Management Unit between the hours of 7:30 a.m. and 2:00 p.m., Monday through Friday except State approved holidays. **Delivery Authorization must be received from the Upfit Shop Supervisor before delivery.** Point of Contact: Bill Eyring (919) 835-8087.

Successful Vendor should complete the first unit(s) ordered within **ninety (90)** consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery of first unit(s) ordered will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order.

Vendor should complete delivery of subsequent units ordered within **ninety (90)** consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery of subsequent units ordered will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order.

Promptness of delivery may be used as a factor in the award criteria.

Vendor’s failure to adhere strictly to the delivery requirements of a contract resulting from this solicitation shall be sufficient basis for termination of the contract in accordance with 2. DEFAULT AND TERMINATION of ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS.

4.5 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization within five (5) consecutive calendar days upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

Vendor is the: Manufacturer Dealer Reseller Distributor

Authorized: Yes No Attached Manufacturer’s Authority: Yes No

4.6 WARRANTY

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer’s warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians’ travel at no additional cost to the State, or as specified by the Purchasing Agency herein. **No travel time, mileage fees, or towing fees will be paid by NCDOT** during the warranty period. There shall be no reduction (prorating) of coverage resulting from age or mileage during the warranty period. To the extent not superseded by the terms of this paragraph, manufacturer’s warranty terms shall apply. Vendor’s warranty shall be at least the level of coverage provided for its comparable customers.

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 by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. Any periodic inspections, which may be required and performed by the Vendor or his representative, shall be without charge to the State.

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 shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Bid Number: 54-SH-02262024

Vendor: _____

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? YES NO

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

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.7 DEMONSTRATION/PILOT MODEL

DEMONSTRATION

Vendor shall be capable of demonstrating proposed equipment within thirty (30) consecutive calendar days after notification to do so, at no additional cost to the State. If required, this will be a comprehensive demonstration at a site designated by the State with hands-on participation by agency operator(s) if necessary or appropriate. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the bid. The results of such demonstration will be considered in the evaluation and award of a contract.

PILOT MODEL

After the contract has been awarded the State reserves the right to require that a pilot model be made available, inspected, and approved before any units are shipped. Inspection for compliance with specifications shall be at contractor’s plant or another site acceptable to the State.

4.8 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.9 REFERENCES

References are not required prior to the bid opening date; however, references may be required at a later time. If so requested, Vendors agrees to furnish at least three (3) references for which your company has provided substantially similar items as those offered in its bid response, using ATTACHMENT E: CUSTOMER REFERENCE FORM. The references must be received within five (5) consecutive calendar days after the request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to, user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.10 VENDOR’S REPRESENTATIONS

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a

resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

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. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Contract value in excess of \$1,000,000.00

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

Units offered shall be new, unused and the current model under standard production by the manufacturer. Units offered shall be of the manufacturer’s standard color. The specific items and any specifications that the Purchasing Agency is seeking are listed in ATTACHMENT A: PRICING FORM. Items offered by the Vendor must meet or exceed the listed Specifications.

5.2 CERTIFICATION AND SAFETY LABELS

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

The remainder of this page is intentionally left blank

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.3 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

6.4 INVOICES

Vendor shall invoice the Production Office. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Production Office with an invoice for each order. Invoices shall include detailed line item information to allow Production Office to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor’s Billing Address, NC Vendor ID Number, Customer Account Number, Order Date, Purchase Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

Payment terms to be Net 30 days after receipt of invoice and acceptance of equipment. All invoices for this contract should be mailed in duplicate to:

NCDOT
Attention: Production Office
Fleet and Material Management Unit
4809 Beryl Road
Raleigh, NC 27606

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 PRODUCT RECALL

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

6.7 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for **three hundred sixty-five (365) days** from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.8 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. Amendments to the contract can only be made through the contract administrator.

****IMPORTANT NOTICE****
ATTACHMENTS BEGIN ON THE NEXT PAGE
RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

7.0 ATTACHMENTS

ATTACHMENT A: PRICING FORM

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1.	150	Each	<p>Diversified Products Mfg Model: PB-9510W3-2C Winch-Mount Push Bumpers with grill guard for 2023+ model year Ford F-450/550 Super Duty Trucks.</p> <p>Winch-Mount Push Bumper also includes a Hawse Fairlead installed inside the Push Bumper, a Heavy duty 4-point Bolt-On Mounting Bracket/Installation Kit, Heavy Rubber Face Plate, Tow Hook Access Openings and Air-Flow Openings.</p> <p>Note: NCDOT installs Winch Model WARN #103255 (Synthetic Rope) for use with push bumpers.</p>	\$ _____	\$ _____
2.	15	Each	<p>Diversified Products Mfg. Model: PB-9500TW3-2C Winch-Mount Push Bumpers with grill guard for 2023+ model year Ford F-350 4X4 Super Duty Trucks.</p> <p>Winch-Mount Push Bumper also includes a Hawse Fairlead installed inside the Push Bumper, a Heavy-Duty 4-point Bolt-On Mounting Bracket/Installation Kit, Heavy Rubber Face Plate, Tow Hook Access Openings and Air-Flow Openings.</p> <p>Note: NCDOT installs Winch Model WARN #103255 (Synthetic Rope) for use with push bumpers.</p>	\$ _____	\$ _____
3.	100	Each	<p>Diversified Products Mfg. Model: PB-9510-1C Push Bumpers with grill guard include our 6-point Bolt-On Mounting Brackets/Installation Kit, Heavy Rubber Face Plate, Tow Hook Access Openings and Air-Flow Openings for 2023+ Ford F-450/550/600 Super Duty Trucks.</p>	\$ _____	\$ _____
4.	20	Each	<p>Diversified Products Mfg. Model: PB-9510-1C Push Bumpers with grill guard include our 6-point Bolt-On Mounting Brackets/Installation Kit, Heavy Rubber Face Plate, Tow Hook Access Openings and Air-Flow Openings for 2023+ Ford F-350 4X4 Super Duty Trucks.</p>	\$ _____	\$ _____

TOTAL EXTENDED PRICE: _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

MUST RETURN WITH BID

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/open>

MUST RETURN WITH BID

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

MUST RETURN WITH BID

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

MUST RETURN WITH BID

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-vendor-price-matching-opportunity-09-2021/download>

MUST RETURN IF APPLICABLE

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****