

# **STATE OF NORTH CAROLINA**

**Department of Transportation**

**Invitation for Bid #: 54-SH-03042024**

**Fuel and Lube Bodies**

**Date Issued: May 29, 2024**

**Bid Opening Date: June 13, 2024**

**At 2:00 PM ET**

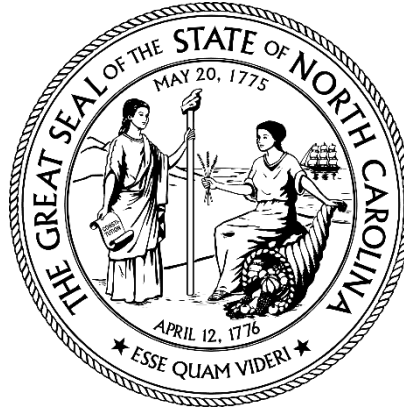
**Direct all inquiries concerning this IFB to:**

**Steve Hussey**

**Procurement Specialist III**

**Email: [sthussey@ncdot.gov](mailto:sthussey@ncdot.gov)**

**Phone: 919-707-2638**



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**54-SH-03042024**

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 <u>ALL</u> Inquiries regarding this IFB to: <b>Steve Hussey</b> <b>919-707-2638</b> <a href="mailto:sthussey@ncdot.gov">sthussey@ncdot.gov</a>	Invitation for Bids # 54-SH-03042024
	Bids will be publicly opened: June 13, 2024 at 2:00 PM ET
Using Agency: Transportation	Commodity No. and Description: Fuel and Lube Bodies – 22101700 Heavy Equipment 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-03042024 – Fuel and Lube Bodies

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred 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.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 2024,

by \_\_\_\_\_

(Authorized Representative of the Department of Transportation)

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Invitation for Bid (IFB) is to obtain pricing from qualified Vendor(s) for the purchase of Fuel and Lube Bodies for the North Carolina Department of Transportation's (NCDOT) annual needs. These units are needed for supplying fuel and grease to all types of equipment in the field. Units offered shall be new, unused, and the current model in standard production by the manufacturer.

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

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### 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 contract 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	May 29, 2024
Submit Written Questions	Vendor	June 3, 2024 by 2:00 PM ET
Provide Responses to Questions	State	June 6, 2024 or sooner
Submit Bids	Vendor	June 13, 2024 by 2:00 PM ET
Contract Award	State	ASAP

## 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](mailto:sthussey@ncdot.gov) by the date and time specified above. Vendors will enter “IFB # 54-SH-03042024 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-03042024 Attn: Steve Hussey North Carolina Department of Transportation Purchasing Section, Room 334B 1510 Mail Service Center Raleigh, NC 27699-1510	BID NUMBER: 54-SH-03042024 Attn: Steve Hussey North Carolina Department of Transportation Purchasing Section, Room 334B 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 and one (1) photocopy.



- 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 including responses to Section 4.4 Delivery, Section 4.5 Authorized Reseller, Section 4.6 Warranty, Section 4.8 Descriptive Literature, and Section 5.0 Specifications.
- d) Completed version of ATTACHMENT A: PRICING FORM.
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR.
- g) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable.

## **2.8 ALTERNATE BIDS**

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods, or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # 54-SH-03042024 [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

## **2.9 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:

**ASME:** American Society of Mechanical Engineers

**CA:** Cab Axle

**CRITICAL REPAIR PARTS:** Parts which are essential for the safe and proper operation of the machine

**CFM:** Cubic Feet Per Minute

**DEF:** Diesel Exhaust Fluid

**FMCSA:** Federal Motor Carrier Safety Administration

**FMVSS:** Federal Motor Vehicle Safety Standards

**GVWR:** Gross Vehicle Weight Rating

**LED:** Light Emitting Diode or the type of “bulb”

**NHTSA:** National Highway Traffic Safety Administration

**PSI:** Pressure per Square Inch

**PTO:** Power Take Off

**RPM:** Revolutions Per Minute

**TIMELY MANNER:** Thirty (30) Days or less

**TTMA:** Truck Trailer Manufacturers Association

**USDOT:** United States Department of Transportation

**VDC:** Volts Direct Current

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 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 requirement and 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**

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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 PRODUCT IDENTIFICATION**

#### **SUITABILITY FOR INTENDED USE**

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State’s best interest.

#### **MAKE AND MODEL**

Any manufacturer’s name and model/catalog numbers used in the specifications of this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

### 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**  
**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 Managements Unit between the hours of 7:30 a.m. and 2:00 p.m. Monday through Friday except State approved holidays)

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

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 REPAIR PARTS

Vendor shall maintain access to a complete inventory of repair parts for the offered equipment, located within the United States, for ten (10) years after the date of acceptance of the equipment. Critical repair parts from this inventory shall be received by the designated repair depot within five (5) working days after request.

The parties agree that calculation of actual damages resulting from failure to deliver Critical Repair Parts within five (5) working days is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for each such failures are a reasonable estimate of damages resulting from a failure to timely deliver such parts. (See Section 6.13 for Liquidated Damages)

#### 4.8 DEMONSTRATION/DESCRIPTIVE LITERATURE/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.

**DESCRIPTIVE LITERATURE**

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid.

**PILOT MODEL**

After contract award 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 the Vendor's plant or another site acceptable to the State.

**4.9 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.

**4.10 REFERENCES**

References are not required prior to the bid opening date; however, references may be required at a later time. If so requested, Vendor 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 the 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.

**4.11 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 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.

**4.12 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.

**4.13 CATALOGES & MANUALS**

Vendor shall furnish as part of the contract the following to the NCDOT Fleet Support Specialist of the Equipment & Inventory Control Unit at 919-835-8005:

**A. One (1) operator's manual for the specific make & model of equipment shall be in each piece of equipment when delivered. Failure to furnish will delay payment.**

**B. Two (2) unencrypted electronic format copies of descriptive parts catalogs, operator's manual and shop/service manuals containing OEM Part Nos. covering all systems, components, and accessories for the specific make & model of equipment**

purchased. These are to be delivered to the NCDOT Production Control Manager at 4809 Beryl Road within ten (10) days after receipt of purchase order.

**NCDOT reserves the right to refuse delivery of any equipment until the electronic or paper manuals have been received, approved, and accepted. Payment will not be rendered by NCDOT until manuals are received and determined to be suitable for use in NCDOT's electronic infrastructure.**

**DELIVERY AUTHORIZATION MUST BE RECEIVED FROM THE PRODUCTION CONTROL MANAGER BEFORE ANY EQUIPMENT IS DELIVERED.**

C. Two (2) unencrypted electronic format copies of updates to the parts catalog and shop manuals for the specific make and model of equipment delivered shall be furnished to the State at the same time such updates are furnished the Vendor. Expenses incurred by the State because of the Vendor failing to provide updates under section C will be passed to the Vendor.

**Electronic Format: Vendor shall be responsible for providing the electronic media as described above in Adobe Portable Document Format or an electronic format pre-approved by NCDOT.**

D. In lieu of electronic format, the State will accept one (1) original paper version of items listed above for each piece of equipment purchased and one (1) additional paper manual. Paper version is to be presented in 8.5" by 11" portrait presentation.

**NOTE:** Parts catalogs, service manuals, operator's manuals, or other material needed to satisfy these requirements are not to be bid as separate items. All materials shall be furnished as specified and applicable to the equipment bid, at no additional cost. Vendor specifically agrees that such material supplied under this section may be copied or reproduced in any manner for use by NCDOT.

#### **4.14 TRAINING**

Vendor shall furnish a qualified representative to instruct NCDOT's operators in proper operation, maintenance, and service of the equipment for a minimum period of eight (8) hours in four (4) location(s), statewide. The State reserves the right to require training for any additional units purchased during the contract period. The number of training locations may increase or decrease with each purchase order based on the quantity of items purchased. After a period of six (6) months, a trouble shooting and repair training session shall be held by the Vendor's repair technician instructing NCDOT's mechanic in the repair techniques at a location appropriate for NCDOT needs, each for up to eight (8) hours as deemed appropriate. All training sessions shall be coordinated with and at the convenience of NCDOT through the office of the Fleet Support Specialist, (919)835-8005.

#### **4.15 SAMPLE MAINTENANCE ITEMS**

One complete set of any filters, including but not limited to oil, fuel, hydraulic or water, used on the offered unit to perform preventative maintenance, shall be delivered with the first unit(s). Failure to comply with this requirement will result in delay in payment.

#### **4.16 EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE (EPMQ)**

A completed Equipment Preventative Maintenance Questionnaire (EPMQ) form with supporting documentation must be submitted by awarded Vendor(s) ***within ten (10) days after receipt of Purchase Order.*** A blank EPMQ form is included in Attachment I.

The EPMQ form consists of blanks in which servicing information is to be listed for the equipment furnished. This is a generic form and blanks that are not applicable are to be completed with N/A. The information supplied on the EPMQ form is entered in a NCDOT Division of Highways equipment database that is accessible by all NCDOT shops.

**NCDOT reserves the right to refuse delivery of any equipment until the EPMQ form has been received, approved, and accepted. Payment will not be rendered by NCDOT until the EPMQ form is received and determined to be suitable for use by NCDOT. DELIVERY AUTHORIZATION MUST BE RECEIVED FROM THE PRODUCTION CONTROL MANAGER BEFORE ANY EQUIPMENT IS DELIVERED.**

#### **Special Note:**

Information provided on the EPMQ form must be correct or Vendor will be assessed for expenses incurred because of incorrect information being provided.

**Supporting documentation is required with the submission of every form.**



This supporting documentation can consist of a manual or any part of a manual that supports the service information provided on the EPMQ form. NCDOT will accept an owner's manual, operator's manual, parts manual, service manual, technical manual, bill of material, engineering technical document or copies of pages from any of these manuals that contain the required service information. NCDOT must be able to verify any copies of manuals or pages furnished came from the manufacturer's manual for the make and model of equipment being provided.

#### 4.17 SERVICE UPON DELIVERY

Units shall be complete, serviced, and ready for operation when delivered. All self-propelled equipment must have at least ten (10) gallons of fuel in the tank. A North Carolina Safety Inspection or a Federal Safety Inspection is required to be completed and documentation furnished for all applicable equipment.

#### 4.18 DRAWING

The drawing (ATTACHMENT J) is furnished only as an example of an acceptable layout. Vendors shall submit a drawing of their proposed layout with the bid.

A layout drawing showing at a minimum a top view, side view, rear view and dimensions of CA and body is requested.

#### 4.19 MOUNTING

Vendor shall mount Each lube and fuel body on a NCDOT owned cab and chassis. The chassis that NCDOT are providing are as follows: (2024) Freightliner 114SD 4 X 2 with a Cummins ISL9 engine rated at 300 horsepower. The GVWR is 34,220 lbs.; front axle rating is 13,220 lbs. and rear axle rating is 21,000 lbs. The reference truck listed will have a manual transmission or with Allison RDS 3500 automatic transmission. The CA dimension on each truck is (120) inches. Distribute weight of the body and fluids to chassis/axle specifications. Vendor should provide a weight distribution chart with its bid response.

## 5.0 PRODUCT SPECIFICATIONS

---

### 5.1 SPECIFICATIONS

#### LUBE/FUEL BODY

##### GENERAL:

The specifications are intended to establish the minimum requirements for a lube and fuel body. Vendor shall be responsible for fabrication, assembly, and mounting on the truck chassis furnished by NCDOT. The manufacturer shall have built models with similar design and layout for a minimum of one (1) year. The lube and fuel body covered by these specifications shall be capable of providing complete lube and fuel service for field maintenance of construction and road maintenance equipment.

##### COLOR:

The body and tanks supplied under this specification will be painted with a lead-free black paint. Prior to the finish painting of equipment metal surfaces shall be appropriately prepared using the following method or an equally approved method by the paint manufacturer to secure a suitable finish. Abrade hot rolled steel with wire wheel on power tool and use a dual action sander with appropriate grit paper as needed. Solvent clean metal surface prior to applying primer coat. Apply Sherwin Williams AIP102 Gray Epoxy Primer to achieve 1.5 to 2.0 mils of dry film thickness or Apply AIP 202 Gray Urethane Primer to achieve 2.0 to 2.5 mils of dry film thickness. Apply 3 coats of Sherwin Williams AIC K3-42086-B Black Urethane Topcoat to achieve 3.0 to 5.0 mils of dry film thickness. Bake the completed unit per the paint manufacturer recommendation. The Sherwin Williams brand and their numbers are included as references to a primer and black paint acceptable to NCDOT. NCDOT will accept other brands if they meet the same specification of those part numbers listed above. NCDOT shall give final approval to all paint prior to application. **In accordance with Section 4.8 DEMONSTRATION/DESCRIPTIVE LITERATURE/PILOT MODEL, Vendor must provide descriptive literature for the paint.**

Yes ☐ No ☐

The vendor must furnish a copy of the current MSDS sheet for the primer and paint used which indicates that the product is lead free.

Stainless steel, polished aluminum and molded plastic parts are exempt from this requirement and are acceptable in the manufacture's standard color.

##### PLATFORM:

Bid Number: 54-SH-03042024 – Fuel and Lube Bodies

Vendor: \_\_\_\_\_

- |    |   |                 |                          |    |                          |
|----|---|-----------------|--------------------------|----|--------------------------|
| a. | Safety steel diamond plate decking.   | Yes             | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Decking thickness, a minimum of 3/16".  | Thickness       | _____                    |    |                          |
| c. | Platform length approximately 156".   | Platform Length | _____                    |    |                          |
| d. | Platform width not to exceed 102".  | Platform Width  | _____                    |    |                          |
| e. | Overall length including drop deck & bumper approximately 204".                         | Overall Length  | _____                    |    |                          |
| f. | Crossmembers on 16" centers.  | Yes             | <input type="checkbox"/> | No | <input type="checkbox"/> |
| g. | Full length long sills per manufactures standard.                                       | Yes             | <input type="checkbox"/> | No | <input type="checkbox"/> |
| h. | Gussets and side rails per manufactures standard.                                       | Yes             | <input type="checkbox"/> | No | <input type="checkbox"/> |
|    |   |                 |                          |    |                          |
| i. | Platform to be constructed to support weight load for on and off-road operations.       | Yes             | <input type="checkbox"/> | No | <input type="checkbox"/> |
| j. | Shall have rubber composite as a separator between chassis and body.<br>(Rumber board). | Product used:   | _____                    |    |                          |

**DROP DECK PLATFORM:**

- |    |   |     |                          |    |                          |
|----|---|-----|--------------------------|----|--------------------------|
| a. | Designed to support enclosed reel cabinet.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Deck is approximately 18" lower than main platform for easy access of hoses and controls from ground level. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. | To have an integral full width bumper per USDOT/FMCSA requirements.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. | Bumper design provides emergency spill containment for the rear compartment.                                | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

**REEL CABINET:**

- |    |  |     |                          |    |                          |
|----|--|-----|--------------------------|----|--------------------------|
| a. | Rectangular steel construction.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Drip edge above door.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. | Designed to hold all reels on multiple levels.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. | Sloped floor with bottom drip tray and drain plug.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| e. | Rear aluminum roll-up door with lock.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| f. | Interior lighting shall have at least two LED type lights.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|    |  |     |                          |    |                          |
| g. | All hoses and controls accessible to operator while on ground level.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| h. | Furnish an emergency fuel shutoff in cabinet. Valve to be positioned so that rear door cannot close unless the valve is in the off position. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

**FUEL TANK:**

- |    |   |       |                          |    |                          |
|----|---|-------|--------------------------|----|--------------------------|
| a. | USDOT 406 diesel tank.                    | Yes   | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Elliptical or modified elliptical design. | Type: | _____                    |    |                          |
| c. | Dished/flanged heads.                     | Yes   | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. | Baffle(s) with reinforced access manways. | Yes   | <input type="checkbox"/> | No | <input type="checkbox"/> |

- |    |  |     |                          |    |                          |
|----|--|-----|--------------------------|----|--------------------------|
| e. | Double bottom full length.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| f. | Full length long sills.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| g. | 750-gallon capacity single compartment tank.                                 | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| h. | Roll-over protection on top of tank with catwalk.                            | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| i. | Top mounted manway equipped with 10" vented fill lid.                        | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| k. | Furnish a measuring stick for a 750-gallon capacity single compartment tank. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| l. | Chart for Tank (Company standard will be acceptable)                         | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

**PRODUCT TANKS:**

- |    |  |                      |                          |    |                          |
|----|--|----------------------|--------------------------|----|--------------------------|
| a. | Rectangular construction with rounded double welded seams. | Yes                  | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Designed or mounted to reduce stress.                      | Yes                  | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. | Manufacturer's standard baffle system.                     | Yes                  | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. | 2" inch nominal diameter non-vented lockable fill lid.     | Yes                  | <input type="checkbox"/> | No | <input type="checkbox"/> |
| e. | Atmospheric vent filtered to 10 microns.                   | Yes                  | <input type="checkbox"/> | No | <input type="checkbox"/> |
| f. | 3 liquid level gauges per tank.                            | Yes                  | <input type="checkbox"/> | No | <input type="checkbox"/> |
| g. | 1 tank approximately 120 gallons for used oil.             | Tank capacity: _____ |                          |    |                          |
| h. | 5 tanks 80 – 90 gallons each for various oils.             | Tank capacity: _____ |                          |    |                          |

**STORAGE CABINETS:**

- |    |   |     |                          |    |                          |
|----|---|-----|--------------------------|----|--------------------------|
| a. | Two (2) storage cabinets one (1) per side with single Aluminum roll up door on each cabinet with interior (LED) lighting that are lockable.                     | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Cabinets located on each side of chassis under fuel tank.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. | Steel welded construction, keyed alike latches, and automotive type weather seal.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. | One (1) used filter box in one cabinet with bottom drain plug and raised filter drain screen. Box to have a suction adapter to hook into waste oil system reel. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

**HYDRAULIC SYSTEM:**

- |    |  |                              |                          |    |                          |
|----|--|------------------------------|--------------------------|----|--------------------------|
| a. | Manufacturer's standard hydraulic system for operation of the air compressor and diesel fuel pump.                                     | Yes                          | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Hydraulic system to be on demand that increases engine speed as required or have a throttle control that is activated to a preset RPM. | System Offered _____         |                          |    |                          |
| b. | Transmission mounted power take-off.   | Yes                          | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. | Return side filter.  | Yes                          | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. | Reservoir with filler screen and fluid level gauge.  | Yes                          | <input type="checkbox"/> | No | <input type="checkbox"/> |
| e. | External hydraulic oil cooler with thermostatically operated fan or oversized hydraulic reservoir to provide adequate fluid cooling.   | Will furnish: _____<br>_____ |                          |    |                          |

**AIR SUPPLY SYSTEM:**

- |    |   |     |                          |    |                          |
|----|---|-----|--------------------------|----|--------------------------|
| a. | Hydraulic driven air compressor.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Compressor furnishes as a minimum 34 cfm @ 100 psi.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. | ASME certified air tank.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. | Air system as a minimum to have a filter, lubricator, and regulator.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| e. | Shall have an Alemite or pre-approved equal spring rewind hose reel with 50 ft. of ½" air hose and hose stop. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

Will furnish: \_\_\_\_\_

\_\_\_\_\_

- |    |   |     |                          |    |                          |
|----|---|-----|--------------------------|----|--------------------------|
| f. | Air hose furnished with quick disconnect three-foot clamp-on safety tire inflator with calibrated air gauge and a safety air blowgun. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|----|---|-----|--------------------------|----|--------------------------|

**OIL SUPPLY SYSTEM:**

- |    |  |     |                          |    |                          |
|----|--|-----|--------------------------|----|--------------------------|
| a. | Each of the five (5) 85-gallon product tanks shall have an air operated 5:1 Graco Fireball or pre-approved equal oil pump. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|----|--|-----|--------------------------|----|--------------------------|

Will furnish: \_\_\_\_\_

\_\_\_\_\_

- |    |   |     |                          |    |                          |
|----|---|-----|--------------------------|----|--------------------------|
| b. | Dispense valve to be a Graco SD 256836 high volume or pre-approved equal. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|----|---|-----|--------------------------|----|--------------------------|

Will furnish: \_\_\_\_\_

\_\_\_\_\_

- |    |  |     |                          |    |                          |
|----|--|-----|--------------------------|----|--------------------------|
| c. | Oil flow meter on each product to display amount dispensed in quarts as a minimum. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|----|--|-----|--------------------------|----|--------------------------|

- |    |  |     |                          |    |                          |
|----|--|-----|--------------------------|----|--------------------------|
| d. | Each product shall have an Alemite or pre-approved equal spring rewind hose reel with 50 ft of ½" oil approved hose and hose stop. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|----|--|-----|--------------------------|----|--------------------------|

Will furnish: \_\_\_\_\_

\_\_\_\_\_

**USED OIL SYSTEM:**

- |    |  |     |                          |    |                          |
|----|--|-----|--------------------------|----|--------------------------|
| a. | Pump shall be air operated 1" YAMADA or pre-approved equal diaphragm pump. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|----|--|-----|--------------------------|----|--------------------------|

Will furnish: \_\_\_\_\_

\_\_\_\_\_

- |    |                           |     |                          |    |                          |
|----|---------------------------|-----|--------------------------|----|--------------------------|
| b. | Ball valve control valve. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|----|---------------------------|-----|--------------------------|----|--------------------------|

- |    |   |     |                          |    |                          |
|----|---|-----|--------------------------|----|--------------------------|
| c. | Plumbing shall include a 4-way valve to allow both suction of used oil and discharge of used oil from tank. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|----|---|-----|--------------------------|----|--------------------------|

Shall have an Alemite or pre-approved equal spring rewind hose reel with 30 ft. of 1" oil approved hose and hose stop.

Yes ☐ No ☐

Will furnish: \_\_\_\_\_

\_\_\_\_\_

**FUEL SUPPLY SYSTEM:**

a. Fuel pump to be hydraulically driven.

Yes ☐ No ☐

b. A Blackmeer TX 1.5 or pre-approved equal fuel pump.

Yes ☐ No ☐

Will furnish: \_\_\_\_\_

\_\_\_\_\_

c. Electronic flow meter with totalizer and reset function, registers up to 999 gal.

Yes ☐ No ☐

d. Dual canister fuel filter assembly prior to flow meter.

Yes ☐ No ☐

e. Shall have an Alemite or pre-approved equal spring rewind reel with 50 ft. of 1" fuel approved hose.

Yes ☐ No ☐

Will furnish: \_\_\_\_\_

\_\_\_\_\_

f. Automatic dispense nozzle with 1" nozzle and swivel hose connection. Nozzle to drain into rear bumper catch pan.

Yes ☐ No ☐

**GREASE SUPPLY SYSTEM:**

a. Pump to be air operated 50:1 Graco Fireball or pre-approved equal.

Yes ☐ No ☐

Will furnish: \_\_\_\_\_

\_\_\_\_\_

b. Furnish with cover to fit 120-pound chassis lube container.

Yes ☐ No ☐

b. A Graco or pre-approved equal high pressure control valve.

Yes ☐ No ☐

Will furnish: \_\_\_\_\_

\_\_\_\_\_

c. Shall have an Alemite or pre-approved equal spring rewind reel with 50 ft. of 3/8" high pressure hose and hose stop.

Yes ☐ No ☐

Will furnish: \_\_\_\_\_

\_\_\_\_\_

d. Dispenser is for zerk type grease fittings and swivels.

Yes ☐ No ☐

**ELECTRICAL SYSTEM:**

a. 12 VDC LED body lights conforming to FMVSS and NHTSA. Rear lights to be mounted on an angle with two sets on each side: Truck lite 60556R  
**STOP/TURN/TAIL & BACK-UP IN ONE SURFACE MOUNTED.**

Yes ☐ No ☐

b. 12 VDC back-up alarm.

Yes ☐ No ☐

c. Install, mount and wire within cab, switches, 4 amber strobe lights and bar lights, provided by NCDOT.

Yes ☐ No ☐

**MISCELLANEOUS:**

a. Furnish and install front bumper.

Yes ☐ No ☐

b. Flip down left side access ladder.

Yes ☐ No ☐

c. Ladder to have slip resistant steps and grab assist bars.

Yes ☐ No ☐

- |    |   |     |                          |    |                          |
|----|---|-----|--------------------------|----|--------------------------|
| d. | All cabinet doors keyed alike.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| e. | Black no name mud flaps.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| f. | Furnish a minimum of two (2) 40 A/B/C dry chemical fire extinguishers per body. One mounted on the left side and one mounted in reel cabinet. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| g. | Furnish 4 appropriate hazard placards for each truck and ship loose.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| h. | Shall have a PTO engagement indicator light in the cab.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

### **OPTIONAL ITEMS**

#### **1. Dual Tank Provision:**

- a. Shall have dual compartment 500 & 250 gallon compartment USDOT 406 tank with standard fuel system dispense and air driven system dispense.
- b. Provide a Catwalk and access ladder over side compartment to access front tank section

#### **2. DEF Supply System**

- a. 1- Shall have an 85-gallon stainless steel tank built for DEF.
- b. 1- ½" DEF Yamada diaphragm pump
- c. 1- Reelcraft 40'x5/8" DEF reel
- d. 1- DEF nozzle with swivel
- e. 1- All Poly or Stainless connection hose kit
- f. 1- Regulator
- g. Def heater

## **5.2 DEVIATIONS**

The nature of all deviations from the Specifications and Requirements listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications and Requirements provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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## **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 AND CUSTOMER SERVICE**

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:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues.

Customer Service 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 INVOICES

Vendor shall invoice the Fleet and Materials Management Unit. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Fleet and Materials Management Unit with an invoice for each order. Invoices shall include detailed line item information to allow Fleet and Materials Management Unit 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, Customer Account Number, Order Date, Purchase Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

## 6.4 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 NCDOT's Contract Administrator for resolution. Any claims by the State shall be submitted in writing to the Vendor's Contract 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.

## 6.5 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.

## 6.6 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Administrator, 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.

## 6.7 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.

## 6.8 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) year period. 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.

## 6.9 LIQUIDATED DAMAGES

Liquidated damages shall be assessed and deducted from invoice for failure to complete delivery per the **delivery schedule set in accordance with NCDOT guidelines when a purchase order is issued**. These damages will be calculated at \$101.00 per day, per unit, for any units delivered past the guaranteed delivery date. Failure to provide associated materials (service & parts manuals, etc.) as requested will result in delay in payment.

The Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows: the amount of \$101.00 shall be deducted from parts invoice(s) for each working day that completed delivery of such parts is more than the five (5) day limit. This Liquidated Damages will only apply in cases where the parts order has been placed with the Vendor. Liquidated damages shall be assessed for a period of three (3) years from date of acceptance of each piece of equipment purchased under the contract resulting from this IFB.

The State may waive the above repair parts Liquidated Damages in any instance where such non-performance, in the sole determination of the State, is due to factors other than those under control of the vendor and/or manufacturer.

Within the three (3) year period, Vendor performance with respect to promptness of repair parts delivery will continue to be monitored by the State. Failure of vendor to perform acceptably at any time within the three (3) year period may result in termination of this contract for cause in accordance with North Carolins General Terms & Conditions number 2. DEFAULT AND TERMINATION of ATTACHMENT C



Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

#### **6.10 PRE-CONSTRUCTION MEETING**

The State reserves the right to require a pre-construction meeting to be held in Raleigh, NC prior to fabrication of the equipment. A representative of the Vendor, who has technical expertise and the authority to make decisions regarding mechanical aspects of the machine, shall be present at the meeting. The meeting is to be scheduled by agreement between the Vendor and NCDOT.

**The remainder of this page is intentionally left blank**

**\*\*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	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1A	2	EACH	Fuel/Lube body mounted on trucks with manual transmission	\$ _____	\$ _____
1B	2	EACH	Fuel/Lube body mounted on trucks with manual transmission with DEF Supply System (See Number 2 in Additional Items in Section 5.1 )	\$ _____	\$ _____
2A	8	EACH	Fuel/Lube body mounted on trucks with automatic transmission	\$ _____	\$ _____
2B	8	EACH	Fuel/Lube body mounted on trucks with automatic transmission with DEF Supply System (See Number 2 in Additional Items in Section 5.1)	\$ _____	\$ _____
3A	2	EACH	Dual tank compartments to dispense separate from each compartment with all necessary hardware. One 500 Gallons and one 250 Gallons. (See Number 1 in Additional Items in Section 5.1)	\$ _____	\$ _____
3B	2	EACH	Dual tank compartments to dispense separate from each compartment with all necessary hardware. One 500 Gallons and one 250 Gallons with DEF Supply System (See Number 2 in Additional Items in Section 5.1)	\$ _____	\$ _____

**TOTAL EXTENDED PRICE:** \_\_\_\_\_

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#### **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>

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#### **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>

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#### **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 BE RETURNED**

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#### **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 BE RETURNED UPON REQUEST**

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#### **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 BE RETURNED**

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#### **ATTACHMENT G: RESERVED**

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#### **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 BE RETURNED IF REQUESTING PRICE MATCHING**

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

## ATTACHMENT I: EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE (EPMQ)

### Equipment Preventive Maintenance Questionnaire Form (EPMQ)

Revised 09/10

The successful bidder must complete and return this form within **10 days after receipt of purchase order** to the DOT Fleet Procurement Section. DOT will refuse delivery of any equipment until this form has been provided complete and accurate. This is a generic form therefore fill in only the items that apply to your product.

### Please indicate OEM recommended parts and fluids when completing this form.

Successful Bidder: \_\_\_\_\_ Purchase Order No. \_\_\_\_\_  
 Description \_\_\_\_\_ Quantity Purchased \_\_\_\_\_  
 Equipment Make \_\_\_\_\_ Equipment Model \_\_\_\_\_

**Engine:** Make \_\_\_\_\_ Model \_\_\_\_\_  
 No. of Cylinders \_\_\_\_\_ Horsepower \_\_\_\_\_ Displacement: \_\_\_\_\_ Liters  
 Engine Oil Capacity \_\_\_\_\_ (Qts.) Oil Filter Make \_\_\_\_\_  
 Oil Filter Part No. Primary \_\_\_\_\_ Secondary \_\_\_\_\_  
 Engine Oil Type \_\_\_\_\_ Oil Weight, 1<sup>st</sup> Choice \_\_\_\_\_  
 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_  
 Air Filter Make \_\_\_\_\_ Part No. Primary \_\_\_\_\_ Secondary \_\_\_\_\_  
 Fuel Type: Gas \_\_\_\_\_ Diesel \_\_\_\_\_ LPG \_\_\_\_\_ CNG \_\_\_\_\_ BIO Diesel \_\_\_\_\_  
 Fuel Tank Capacity: \_\_\_\_\_ (Gals.) Fuel Filter Make \_\_\_\_\_  
 Fuel Filter Part No. Primary \_\_\_\_\_ Secondary: \_\_\_\_\_  
 Fuel/Water Separator Filter Part No. \_\_\_\_\_  
 Diesel Exhaust Fluid Capacity \_\_\_\_\_ (Gals.)

**Coolant System:** Antifreeze Type \_\_\_\_\_ (Extended, Long Life, Conventional, etc.)  
 Color \_\_\_\_\_ Mixture \_\_\_\_\_ Radiator Capacity \_\_\_\_\_ (Qts.)  
 Coolant Filter Make \_\_\_\_\_ Part No. \_\_\_\_\_

**Transmission:** Make \_\_\_\_\_ Model \_\_\_\_\_ Automatic \_\_\_\_\_ Manual \_\_\_\_\_  
 Fluid/Lube Type: \_\_\_\_\_ Fluid/Lube Capacity: \_\_\_\_\_ (Qts.)  
 Additive \_\_\_\_\_ Part No. \_\_\_\_\_  
 Additive Mixture \_\_\_\_\_ Capacity \_\_\_\_\_  
 Transmission Filter Make \_\_\_\_\_ Part No. \_\_\_\_\_  
 Clutch Fluid Type \_\_\_\_\_

**1<sup>st</sup> Rear Differential:** Make \_\_\_\_\_ Model \_\_\_\_\_  
 Axle Size \_\_\_\_\_ (LBS.) Fluid/Lube Type \_\_\_\_\_  
 Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

**2<sup>nd</sup> Rear Differential:** Make \_\_\_\_\_ Model \_\_\_\_\_  
 Axle Size \_\_\_\_\_ (Lbs.) Fluid/Lube Type \_\_\_\_\_  
 Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

Bid Number: 54-SH-03042024 – Fuel and Lube Bodies

Vendor: \_\_\_\_\_

**Front Differential:** Make \_\_\_\_\_ Model \_\_\_\_\_

Axle Size \_\_\_\_\_ (Lbs.) Fluid/Lube Type \_\_\_\_\_

Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

**Wheel Hubs:** Fluid/Lube Type \_\_\_\_\_ Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

**Transfer Case:** Make \_\_\_\_\_ Model \_\_\_\_\_

Fluid/Lube Type \_\_\_\_\_ Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

Additive \_\_\_\_\_ Part No. \_\_\_\_\_

Additive Mixture \_\_\_\_\_ Capacity \_\_\_\_\_

**Tandem:** Fluid/Lube Type \_\_\_\_\_ (Grader) Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

**Planetary:** Fluid/Lube Type \_\_\_\_\_ Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

Additive \_\_\_\_\_ Part No. \_\_\_\_\_

Recommended Additive Mixture \_\_\_\_\_ Capacity \_\_\_\_\_

**Gear Box:** Make \_\_\_\_\_ Model \_\_\_\_\_

Fluid/Lube Type \_\_\_\_\_ Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

**Steering:** Fluid/Lube Type \_\_\_\_\_ Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

**Hydraulic: Pump** Make \_\_\_\_\_ Model \_\_\_\_\_

Part No. \_\_\_\_\_ / \_\_\_\_\_

Motor Make \_\_\_\_\_ Model \_\_\_\_\_

Part No. \_\_\_\_\_ / \_\_\_\_\_

Fluid/Lube Type \_\_\_\_\_ Fluid/Lube Capacity \_\_\_\_\_ (Qts.)

Hydraulic Fluid Type: *Conductive* \_\_\_\_\_ *Non-Conductive* \_\_\_\_\_

Hydraulic Filter Make \_\_\_\_\_ Part No. for Suction \_\_\_\_\_

Part No. for Pressure \_\_\_\_\_ Part No. for Tank \_\_\_\_\_

**Zerk Fittings:** Lube \_\_\_\_\_ (NLGI # 2, MPEP-2, EP-2, etc.)

**Wheel Bearing Lube:** Lube \_\_\_\_\_

**Miscellaneous:** Brake Fluid Filter Make \_\_\_\_\_

Brake Fluid Filter Part No. \_\_\_\_\_

Brake Fluid Type \_\_\_\_\_

Cab Filter Make \_\_\_\_\_

Part No. Cab Primary Filter \_\_\_\_\_

Part No. Cab Secondary Filter \_\_\_\_\_

**List any required fluids, lubes, additives etc., that do not appear in the information above:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bid Number: 54-SH-03042024 – Fuel and Lube Bodies Vendor: \_\_\_\_\_

Special Notes/Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed By \_\_\_\_\_ Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email \_\_\_\_\_  
Fax Number \_\_\_\_\_ Date \_\_\_\_\_

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