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**STATE OF NORTH CAROLINA**

**Department of Agriculture and Consumer Services**

**Request for Quote #: 10-RFQ-907335064-TT**

**35 Ton Lowboy Trailer**

**Date Issued: November 21, 2023**

**Quote Due Date: December 1, 2023**

**At 2:00 PM ET**

**Procurement Lead:**

Tammie Taylor

Procurement Specialist



**STATE OF NORTH CAROLINA**

**Request for Quote #**

**10-RFQ-907335064-TT**

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For internal State agency processing, including tabulation of quotes, 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 quote.
Failure to do so may subject your quote to rejection.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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>

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| --- |
| **STATE OF NORTH CAROLINA****North Carolina Department of Agriculture & Consumer Services** |
| **Refer *ALL* Inquiries regarding this RFQ to:** **Procurement Lead (Tammie Taylor) through the Message Board in the Sourcing Tool. See section 2.4 for details.** | **Request for Quote # 10-IFB-907335064-TT** |
| **Quotes will be opened: December 1, 2023 at 2:00 PM ET** |
| **Using Agency: : North Carolina Department of Agriculture & Consumer Services, NC Forest Service** | **Commodity No. and Description: 251817 – Product and Material Trailers** |
| **Requisition No.: RQ61439** |

**EXECUTION**In compliance with this Request for Quote (RFQ), 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 quote, at the prices set opposite each item within the time specified herein.

By executing this quote, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

* this quote 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 quote, 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 RFQ, 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 quote response to the RFQ, 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 quote, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** andthe **NORTH** **CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**.These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes 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:  |

**VALIDITY PERIOD**

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

**QUOTE ACCEPTANCE**

If your quote is accepted, all provisions of this RFQ, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, as indicated

on the attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Authorized Representative of NC Department of Agriculture and Consumer Services)**

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# PURPOSE AND BACKGROUND

The North Carolina Department of Agriculture and Consumer Services, NC Forest Service is in need of a replacement Lowboy trailer to replace a 13X65 Lowboy trailer due to the amount of rust and deterioration it has. This lowboy is a transport unit for an initial attack fire control tractor that is used for fire control under our agreement with the US Air Force. Units offered shall be newly manufactured, unused and the current model under standard production by the manufacturer.

Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

# GENERAL INFORMATION

* 1. REQUEST FOR QUOTE DOCUMENT

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

2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. 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/>.

**What is the Ariba Network?**

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

## 2.3 NOTICE TO VENDORS REGARDING RFQ 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 RFQ 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 RFQ.

Other than through the process of negotiations 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 quote. This applies to any language appearing in or attached to the document as part of the Vendor’s quote that purports to vary any terms and conditions or Vendors’ instructions herein or to render the quote non-binding or subject to further negotiation. Vendor’s quote 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 RFQ 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 to during 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 quote as nonresponsive.**

## 2.4 RFQ SCHEDULE

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

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFQ | State | 11/21/2023 |
| Submit Written Questions  | Vendor | 11/29/2023 by 10:00 AM ET |
| Provide Responses to Questions  | State | 11/30/2023 |
| Submit Quotes | Vendor | 12/1/2023 by 2:00 PM ET |

## 2.5 QUOTE QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFQ SCHEDULE Section of this RFQ. Vendors will enter “**RFQ # 10-RFQ-907335064-TT – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFQ section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum and shall become an Addendum to this RFQ. 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 RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFQ.

2.6 QUOTE SUBMITTAL

**IMPORTANT NOTE:** **This is an absolute requirement.** Late quotes, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. Failure to submit a quote in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s quote(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s quotes for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

If confidential and proprietary information is included in the quote, also submit one (1) signed, REDACTED copy of the quote. 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.

If the Vendor does not provide a redacted version of the quote with its quote submission, the Department may release an unredacted version if a record request is received.

## 2.7 QUOTE CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s quote, in the State’s sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

1. Completed and signed version of EXECUTION PAGES, along with the body of the RFQ.
2. Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
3. Vendors Response - 4.6 Authorized Reseller
4. Vendors Response - 4.8 Descriptive Literature
5. Completed version of ATTACHMENT A: PRICING
6. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
7. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
8. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
9. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
10. Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

## 2.8 ALTERNATE QUOTES

Unless provided otherwise in this RFQ, Vendor may submit alternate quotes for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate quotes must specifically identify the RFQ requirements and advantage(s) addressed by the alternate quote. Each quote must be for a specific set of Goods and Services and must include specific pricing. Each quote must be complete and independent of other quotes offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Quotes in the Sourcing Tool

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFQ are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

1.

# METHOD OF AWARD AND QUOTE 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 quotes will be reviewed, and award or awards will be based on the responsive quote(s) offering the lowest price that meets the specifications provided herein, 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 RFQ 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 RFQ 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 quotes 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 quote, 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 quote(s) are identified, the State will then determine whether any such quote 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 quotes received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFQ 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 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a quote to this RFQ, 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 proposal 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 RFQ, or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

## 3.3 QUOTE EVALUATION PROCESS

1. Quotes are requested for the items as specified, or item(s) equivalent in design, function, and performance. The State reserves the right to reject any quote on the basis of fit, form and/or function, as well as cost.
2. The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
3. For all responses that pass the initial review process, the State will review and assess the Vendors’ pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
4. Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

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

## 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 RFQ, 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:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

## 3.5 INTERPRETATION OF TERMS AND PHRASES

This RFQ 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 quotes 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 RFQ. Except as specifically stated in the RFQ, 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 quote in its entirety.

# REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a quote, 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 RFQ. 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 quote, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Quote Questions Section above.

* 1. PRICING

Quote 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. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

* 1. 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 quotes for suitability for the required use and to award the one best meeting requirements and considered to be in the State’s best interest.

## 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 quote 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):

*NCDA&CS Forest Service*

*Dare Bomb Range*

*104 HWY 264*

*Stumpy Point, NC 27978*

*Contact Person: Kit Gibbs*

*Telephone #: 252-473-2443*

Vendor should complete delivery within (120) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery 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.

## 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 with its bid response.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**

1.
2. 1.
	2.
	3.
	4.

## 4.6 WARRANTY

Vendor warrants that all equipment furnished under this RFQ 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. 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. 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 DESCRIPTIVE LITERATURE

**DESCRIPTIVE LITERATURE**

Each quote 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 quote, at the discretion of 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 RFQ 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

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State maycontact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained maybe considered in the evaluation of the quote.

## 4.10 VENDOR’S REPRESENTATIONS

If Vendor’s quote 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:

[ ]  Small Purchases

[x]  Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

[ ]  Contract value in excess of $1,000,000.00

#  PRODUCT SPECIFICATIONS

## SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

|  |  |
| --- | --- |
| **35 Ton Lowboy Trailer****MINIMUM SPECIFICATIONS** | **VENDOR RESPONSE (YES OR NO)** |
| Axles: Tandem 25,000# oil bath with aluminum hubs.  | **[ ]**  YES **[ ]**  NO |
| Tires: 255/70R 22.5 LR H, 16-ply tubeless radials | **[ ]**  YES **[ ]**  NO |
| Wheels: 8.25 x 22.5 hub piloted, aluminum wheels-non-polished.  | **[ ]**  YES **[ ]**  NO |
| Spare: one matching spare tire/wheel with mount on gooseneck | **[ ]**  YES **[ ]**  NO |
| Brakes: air on all wheels w/autoslacks & spring brakes and dust shields ABS 2S1M on one axle | **[ ]**  YES **[ ]**  NO |
| Suspension: H9700US multi-leaf underslung spring | **[ ]**  YES **[ ]**  NO |
| Deck Length: 28' including 8' wheel covers, 3' rear riser and 17' level deck ahead of axles | **[ ]**  YES **[ ]**  NO |
| Deck Width: 102" | **[ ]**  YES **[ ]**  NO |
| Deck Height: 32" in well ahead of covered wheels | **[ ]**  YES **[ ]**  NO |
| Decking: 2" oak hardwood raised 1/2" on outside bays with expanded metal # 3 between main beams | **[ ]**  YES **[ ]**  NO |
| Swing Clearance: 84" | **[ ]**  YES **[ ]**  NO |
| King Pin Setting: 16" | **[ ]**  YES **[ ]**  NO |
| King Pin: 2" SAE standard | **[ ]**  YES **[ ]**  NO |
| 5th Wheel Height: 51" with back of gooseneck covered with treadplate with an 18" wide x 6" deep step in middle of treadplate | **[ ]**  YES **[ ]**  NO |
| D-Rings: 9 pair total | **[ ]**  YES **[ ]**  NO |
| Lights: LED sealed beam with triple taillights and rear corner strobes | **[ ]**  YES **[ ]**  NO |
| Wiring: sealed modular harness | **[ ]**  YES **[ ]**  NO |
| Landing Gear: 2-speed complete set with roadside crank | **[ ]**  YES **[ ]**  NO |
| Beavertail Length: 46" full width with traction bars in track areas | **[ ]**  YES **[ ]**  NO |
| Bolsters: load bearing between axles | **[ ]**  YES **[ ]**  NO |
| Wheel Covers: 3/8" steel plate | **[ ]**  YES **[ ]**  NO |
| Ramps: 30" wide x 6'6" long, 12V DC powered hyd. Stand up painted yellow with restraint load bars and 3" x 24" welded cylinders and 1.5" rod diameter, power up and power down, with float center | **[ ]**  YES **[ ]**  NO |
| Boom Trough: none | **[ ]**  YES **[ ]**  NO |
| Outriggers: none | **[ ]**  YES **[ ]**  NO |
| DC Supply: Velvac # 591105 and # 591113 single pole plug and receptacle provided for truck connections | **[ ]**  YES **[ ]**  NO |
| Tool Box: minimum 12' X 24" X 36" mounted in neck expanded metal and treadplate in gooseneck | **[ ]**  YES **[ ]**  NO |
| Flag Holders: Total of 4, including 2 at front of deck plus 2 at rear of trailer | **[ ]**  YES **[ ]**  NO |
| Color: Forest Service Green PPG # 639889 w/conspicuity tape Delivered to North Carolina facilities | **[ ]**  YES **[ ]**  NO |

## 5.2 DEVIATIONS

The nature of all deviations from the Specificationslisted 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 provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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#  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 CUSTOMER SERVICE

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 (define roles and responsibilities).

|  |
| --- |
| **Customer Service Point of Contact** |
| Name: |  |
| Office Phone #: |  |
| Mobile Phone #: |  |
| Email:  |  |

1.
2.
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5.

## 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.

##  INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency 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, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

1.
2.
3.
4.
5. 1. 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.

1.

##  PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this RFQ 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.

##  ATTACHMENTS

All attachments to this RFQ are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

Vendors shall download the following attachments from <https://ncadmin.nc.gov/documents/vendor-forms>, complete, sign, and upload in the Sourcing Tool:

a) ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

b) ATTACHMENT E: CUSTOMER REFERENCE FORM

c) ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

d) ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

e) ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

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

# ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFQ, which can be found in the table below:

**FURNISH AND DELIVER:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM#** | **QTY.** | **UOM** | **DESCRIPTION** | **UNIT PRICE** | **EXTENDED PRICE** |
| 1 | 1 | Each | 35 Ton Lowboy TrailerManufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | **TOTAL EXTENDED PRICE** |  | $ |