

STATE OF NORTH CAROLINA

North Carolina State Ports Authority

Invitation for Bid #: 53-25-004

Bomb Cart – Terminal Trailers

Date Issued: January 14, 2025

Bid Opening Date: January 29, 2025

At 02:00 PM ET

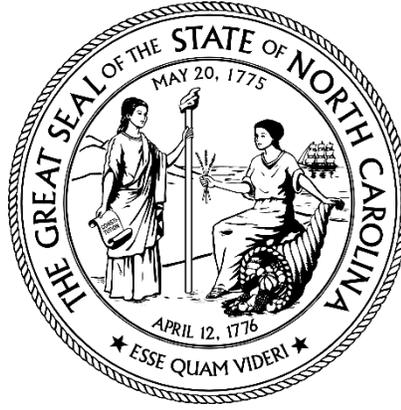
Direct all inquiries concerning this IFB to:

Debbie Gregory

Purchasing Agent II

Email: Debbie.Gregory@ncports.com

Phone: 910-746-6417



STATE OF NORTH CAROLINA

Invitation for Bids

53-25-004

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>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Division of North Carolina State Ports Authority

Refer <u>ALL</u> Inquiries regarding this IFB to: Debbie Gregory Debbie.Gregory@ncports.com	Invitation for Bids # 53-25-004
	Bids will be publicly opened: January 29, 2025, at 02:00 PM, ET
Using Agency: North Carolina State Ports	Commodity No. and Description: Product Material and Trailers, 251817

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 may render bid invalid and it MAY 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: 53-25-004

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 _____, 20____, as indicated on the attached certification, by _____
(Authorized Representative of North Carolina State Ports Authority)

- 1.0 PURPOSE AND BACKGROUND 5**
 - 1.1 CONTRACT TERM..... 5
- 2.0 GENERAL INFORMATION 5**
 - 2.1 INVITATION FOR BID DOCUMENT 5
 - 2.2 E-PROCUREMENT FEE 5
 - 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS 5
 - 2.4 IFB SCHEDULE 6
 - 2.5 PRE-BID CONFERENCE 6
 - 2.6 BID QUESTIONS 6
 - 2.7 BID SUBMITTAL 6
 - 2.8 BID CONTENTS 7
 - 2.9 ALTERNATE BIDS 7
 - 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS 7
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS 8**
 - 3.1 METHOD OF AWARD 8
 - 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION 8
 - 3.3 BID EVALUATION PROCESS 8
 - 3.4 PERFORMANCE OUTSIDE THE UNITED STATES 9
 - 3.5 INTERPRETATION OF TERMS AND PHRASES 9
- 4.0 REQUIREMENTS 10**
 - 4.1 PRICING 10
 - 4.2 ESTIMATED QUANTITIES 10
 - 4.3 PRODUCT IDENTIFICATION 10
 - 4.4 TRANSPORTATION AND IDENTIFICATION 10
 - 4.5 DELIVERY 10
 - 4.6 AUTHORIZED RESELLER 11
 - 4.7 WARRANTY 11
 - 4.8 DESCRIPTIVE LITERATURE 11
 - 4.9 HUB PARTICIPATION 11
 - 4.10 REFERENCES 12
 - 4.11 VENDOR’S REPRESENTATIONS 12
 - 4.12 FINANCIAL STABILITY 12
 - 4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION 12
- 5.0 PRODUCT SPECIFICATIONS 12**
 - 5.1 SPECIFICATIONS 12
 - 5.2 CERTIFICATION AND SAFETY LABELS 15
 - 5.3 DEVIATIONS 15
- 6.0 CONTRACT ADMINISTRATION 15**
 - 6.1 CUSTOMER SERVICE 15
 - 6.2 ACCEPTANCE OF WORK 16
 - 6.3 INVOICES 16
 - 6.4 PRODUCT RECALL 16

7.0 ATTACHMENTS 17

ATTACHMENT A: PRICING..... 17

ATTACHMENT B: INSTRUCTIONS TO VENDORS 19

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS 19

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION 19

ATTACHMENT E: CUSTOMER REFERENCE FORM 19

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR..... 19

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION 19

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING..... 19

**ATTACHMENT I: NORTH CAROLINA STATE PORTS AUTHORITY AGENCY TERMS AND
CONDITIONS 19**

ATTACHMENT J: REFERENCE DRAWINGS 22

ATTACHMENT K: REPAIR SERVICES OVERVIEW AND WARRANTY COVERAGE.....

1.0 PURPOSE AND BACKGROUND

The purpose of this solicitation is to obtain pricing and award a contract for new Bomb Cart–Terminal Trailers. This will be for the North Carolina State Ports Authority, (NCSPA), Wilmington, NC location and the intended use is for the Port terminals, within a maritime environment. NCSPA is seeking 45 ft Bomb Cart terminals intended for carrying a single 102’wide container that’s 45 ft or 40 ft or 20 ft in length as detailed in the specifications outlined within this IFB. NCSPA intermodal growth has surged. This has resulted in considerable additional volumes for our intermodal operations, which has strained our capacity to efficiently serve both our rail transport and on-terminal dray service customers. To maintain the high level of services that our customers expect and to support our continued growth, it is crucial that we secure the initial six (6) Bomb Cart Terminal trailers to the Port on or before May 15, 2025.

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”).

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: E-Procurement fee does not apply to this solicitation.

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	January 14, 2025
Submit Written Questions	Vendor	January 22, 2025, by 2:00PM, ETC
Provide Responses to Questions	State	January 24, 2025, by 5:00PM, ET
Submit Bids	Vendor	January 29, 2025, at 2:00 PM, ET
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 BID QUESTIONS

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

Written questions shall be e-mailed to debbie.gregory@ncports.com by the date and time specified above. Vendors will enter “IFB # 53-25-004: 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.

eVP

CAUTION: Attempts to submit a bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

All bid responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

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) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor Responses to Sections 4.0 Requirements, 4.8 Descriptive Literature and specific questions under Section 5.1 Dimensions and Capabilities including vendor to provide copy of their drawing and also to section 6.0 Contract Administration.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- l) For reference only ATTACHMENT I: North Carolina State Ports Authority Agency Terms and Conditions
- m) For reference only ATTACHMENT J: Reference Drawings
- n) Completed version of ATTACHMENT K: REPAIR SERVICES OVERVIEW AND WARRANTY COVERAGE

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 #___”. 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.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications, delivery no later than May 30 2025, for the initial six (6) Bomb Cart – Terminal Trailers, and the level of Support and Service response time in the Repair Services Overview to include any required verifications set out herein such as but not limited to past performance, references, and financial documents. Delivery Shall be a factor in the award.

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 Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed

or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are estimates only and are provided for informational purposes. The Port anticipates purchasing six (6) initially and may expand future purchases +/- thirty-three (33) over the contract term. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 PRODUCT IDENTIFICATION

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.

4.4 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.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s): North Carolina State Ports Authority, 1 Shipyard Blvd., Wilmington, NC 28401. Delivery shall be made no later than May 30, 2025, for the initial six (6) Bomb Cart – Terminal Trailers.

For completion by Vendor: Delivery will be made from _____ (city, state).

The initial six (6) will be delivered no later than May 30, 2025 after receipt of purchase order. Thereafter, additional Bomb Cart Terminal Trailers will be within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery Shall be used as a factor in the award criteria.

4.6 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

4.7 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. 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): _____

4.8 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, drawings 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.

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

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

4.11 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 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.

4.12 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.

4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- Small Purchases
- 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

5.0 PRODUCT SPECIFICATIONS

The attached specifications and requirements are requested for a 45 foot Bomb Cart-Terminal Trailer intended for carrying a single 102” wide container with lengths of 45 feet, 40 feet, or 20 feet container. The Bomb Cart-Terminal Trailer will need provisions that allow it to be used at warehouse loading docks (with a 45 inch apron height) with the intention of utilizing dock boards for forklifts to enter and exit the container for stripping/stuffing purposes. The trailer must have structural integrity that anticipates impact loading and unloading for containers without permanent effects of warping, twisting, distorting, and bending, etc. The Bomb Cart-Terminal Trailer is intended for terminal use only, within a maritime environment.

5.1 SPECIFICATIONS

The State has evaluated and determined that the size, construction, design layout, special features and performance are necessary, and these are the required minimum. Vendors are requested to offer only comparable units which will provide the features and performance needed and implied. Other substantially equivalent models meeting, or exceeding specifications may be considered.

The specific items and any specifications that the North Carolina State Ports Authority is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

VENDOR'S RESPONSE

	<i>Specifications</i>	Product/Service Offered Meets Specification
1	Loading Capacity: minimum rating 80,000 lbs. (Manufacturer to specify their max rating capacity _____)	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Axles: Two (2) Tandem Axles sized to withstand overloading of 125% during loading and unloading. (Vendor to provide detailed axel specifications. Axel Specification: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Wheels: Wheels are to be Steel and Hub piloted. Vendor to provide detailed wheel specifications. Manufacturer: _____ Size: _____ Rating: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Tires: Industrial Solid Cushion Rubber Tires Vendor to provide detailed tire specifications. Manufacturer: _____ Size: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Frame: Steel Frame (Manufacturer to provide dimensional drawings with details) The frame length should not exceed 46.5 ft. in total length. The frame must support 20, 40 and 45 ft. long containers. The frame shall be continuous welded.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	The rear of the Bomb Cart-Terminal Trailer must measure 45" in height from the ground to the trailer deck surface when loaded with a max weight container (80,000 lb. rated). Vendor to indicate amount of squat generated when comparing empty and fully loaded containers. All weights are estimated. Empty: _____ Full: _____ 20 ft. 4,900 lbs. _____ 20 ft. 50,000 lbs. _____	<input type="checkbox"/> YES <input type="checkbox"/> NO

	40 ft. 9,300 lbs. _____ 40 ft. 68,000 lbs. _____ 45 ft. 10,700 lbs. _____ 45 ft. 10,700 lbs. _____ Vendor acknowledges this critical requirement _____	
7	Bumper: Steel DOT Rear Impact Bumper Required, DOT: Title 49/Subtitle B/Chapter V/Part 571/Subpart B/§ 571.223	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Container Guides: Angled plates (vendor to provide detailed dimensions and illustration) All guides shall be continuous welded to ensure maximum rigidity	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Side guides (closest to container doors in rear) will need to be oriented to allow container doors to be fully opened 270 deg and secured for warehouse (high dock) loading/unloading. Side guides will need additional gusseting on the forward leading edge intended to aid in minimizing of snags. This shall provide anti-snap gussets (45deg bracing) located on the forward edge of each gather. For safety reasons, this design is to mitigate "forward snagging" and extensive damages.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Rear guides will be smaller, as to not interfere with container doors being opened while placed on the Bomb Cart - Terminal Trailer. Gathers are preferred in rear of trailer in lieu of container pins/shoes. *Note: door latches are lower than the door and gathers will need to clear the latches as well.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Detailed view of gathers in relation to rear door is required. (See attached drawing)	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Vendor shall provide a dimensional drawing of their configured Bomb Cart – Terminal Trailer with detailed views of gathers in relation to rear doors with required specification provided.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Spring Suspension: Sized to withstand impacts up to 125% of max load weight when loading. Vendor to provide detailed specifications. _____ _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	King Pin: 2" pin, with setback of 24-30" . Vendor to provide detailed specifications. _____ _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	King Pin Coupler Height: 42"- 46" High (Ground to underside of pad)	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Landing Gear: Fixed landing gear designed to accommodate harsh/uneven terrain with minimal chances of failure to avoid snagging on terrain. Design is shown in illustration. Vendor to provide detailed specifications and illustration.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Hub-odometer (required)	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	Paint: Commercial sandblast, anti-corrosive primer, and commercial grade paint system	<input type="checkbox"/> YES <input type="checkbox"/> NO

19	Color: Frame = RAL5017 with High Visibility Reflective Tape on perimeter, (red and white) adhesive vinyl sticker on all 4 sides of the trailer and shall be placed where clearly visible at all times. Wheels = White (color: RAL9003)	<input type="checkbox"/> YES <input type="checkbox"/> NO
20	Brakes: 30/30 spring brake chamber with automatic type slack adjusters	<input type="checkbox"/> YES <input type="checkbox"/> NO
21	Mud Flaps: 24" x 30"	<input type="checkbox"/> YES <input type="checkbox"/> NO
22	Rear of Bomb Cart –bump-stop, rubber or equivalent, 2 each, for purpose of backing against loading dock. The rear rubber bumper shall not extend out more than 3.5 inches.	<input type="checkbox"/> YES <input type="checkbox"/> NO
23	Vendor shall provide a dimensional drawing of their configured Bomb Cart – Terminal Trailer with detailed views of gathers in relation to rear doors with required specification provided.	<input type="checkbox"/> YES <input type="checkbox"/> NO
24	Vendor shall provide electronic copy, can be (USB or CD) and Printed, Parts Manual, Service Manual, and Operation Manual, per each unit.	<input type="checkbox"/> YES <input type="checkbox"/> NO
25	Vendor shall be able to provide onsite presence to evaluate repairs to Bomb cart terminal trailer. Please complete Attachment K: Repair Services Overview and warranty coverage.	

5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 DEVIATIONS

The nature of all deviations from the Specifications 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 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.

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 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).

Customer Service Point of Contact
--

Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 ACCEPTANCE OF WORK

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

Acceptance of work products shall be based on the following criteria: Quality Acceptance Inspection of Bomb Carts – Terminal Trailers and all required contract specifications.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.3 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.

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

6.4 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.

The remainder of this page is intentionally left blank

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS THE ATTACHMENT(S) AS INDICATED

***** Failure to Return the Required Attachments May Eliminate**

Your Response from Further Consideration ***

ATTACHMENT A: PRICING

Complete and return the pricing associated with this IFB, which can be found in the table below.

Note: In accordance with Section 4.4 all transportation costs and fees shall be included in the total bid price.

YEAR 1

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	6	Each	New, Bomb Cart – Terminal Trailers, minimum rating 80,000 lbs. substantially equivalent model meeting, or exceeding specifications. Manufacture: _____ Make: _____ Model: _____		
2	6	Each	OPTIONAL: Lights Electrical: 7-pin socket with sealed wiring Lights: All lights shall be LED Type Vendor to propose where to place		

TOTAL EXTENDED PRICE: \$ _____

YEAR 2 – No maximum or minimum quantities guaranteed.

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Each	New, Bomb Cart – Terminal Trailers, minimum rating 80,000 lbs. substantially equivalent model meeting, or exceeding specifications. Manufacturer: _____ Make: _____ Model: _____		
2	1	Each	OPTIONAL: Lights Electrical: 7-pin socket with sealed wiring Lights: All lights shall be LED Type Vendor to propose where to place		

TOTAL EXTENDED PRICE: \$ _____

YEAR 3 – No maximum or minimum quantities guaranteed.

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Each	New, Bomb Cart – Terminal Trailers, minimum rating 80,000 lbs. substantially equivalent model meeting, or exceeding specifications. Manufacturer: _____ Make: _____ Model: _____		
2	1	Each	OPTIONAL: Lights Electrical: 7-pin socket with sealed wiring Lights: All lights shall be LED Type Vendor to propose where to place		

TOTAL EXTENDED PRICE: \$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf

ATTACHMENT I: NORTH CAROLINA STATE PORTS AUTHORITY AGENCY TERMS AND CONDITIONS

The North Carolina State Ports Authority Agency Terms and Conditions, which are incorporated herein by this reference, may be found here:

NORTH CAROLINA STATE PORTS AUTHORITY AGENCY TERMS AND CONDITIONS

Non-Discrimination: The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Maritime Administration (MARAD) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Maritime Administration (MARAD), as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Maritime Administration (MARAD) may determine to be appropriate, including, but not limited to: withholding payments to the contractor under the contract until the contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Maritime Administration (MARAD) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

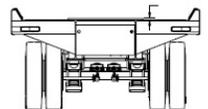
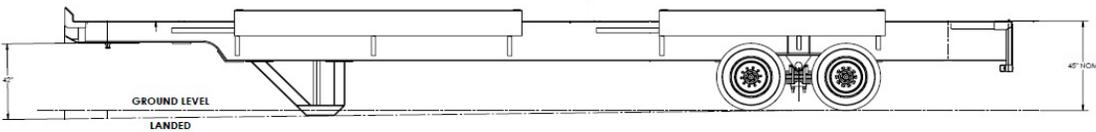
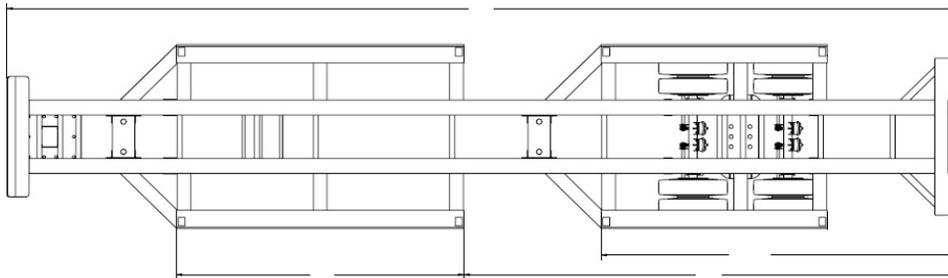
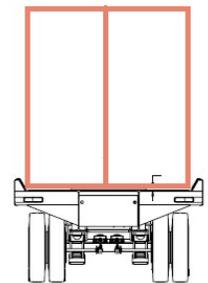
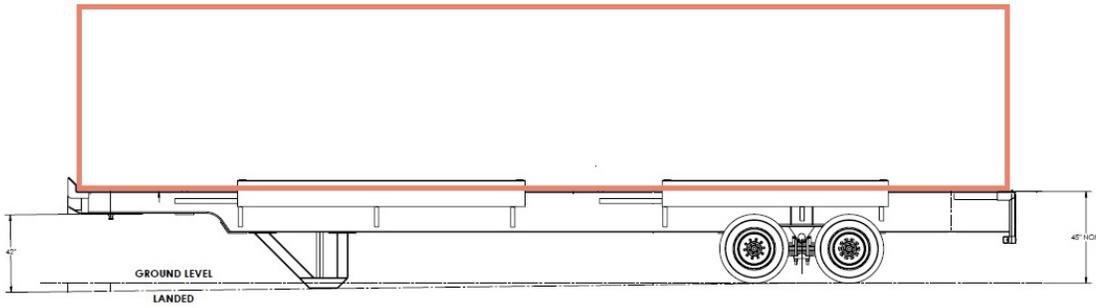
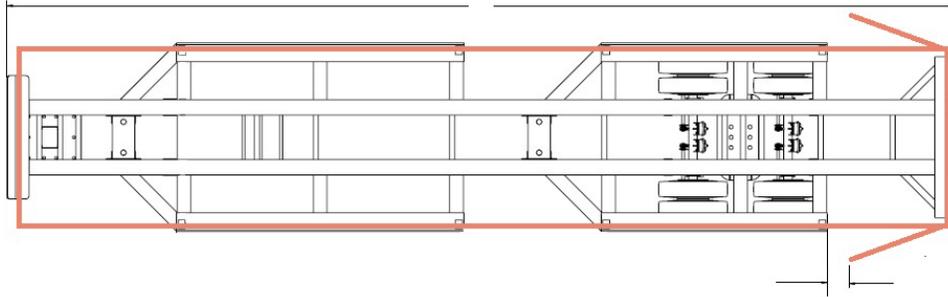
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to - ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

ATTACHMENT J: REFERENCE DRAWINGS

These drawings are being provided for reference only.



ATTACHMENT K: REPAIR SERVICES OVERVIEW AND WARRANTY COVERAGE

Please provide a comprehensive overview of your company’s repair service for bomb cart terminal trailers, including but not limited to:

Scope of Repairs: Types of repairs offered and any exclusions.

Warranty Coverage: Details on what is covered under warranty including parts, labor and duration of warranty.

Response Time: Average response time for repairs, both during and outside of warranty periods.

Response time for non-impact repairs (tires, wheels, brakes, mechanical) this excludes structural heavy impact damage:

Procedures: Step by step process for initiating a repair request, including any required documentation and contract information.
