



STATE OF NORTH CAROLINA

Department of Insurance

Invitation For Bids #: 12-001270

Swiftwater Rescue Craft

Date Issued: Thursday, May 1, 2025

Bid Opening Date: Wednesday, May 21, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Sloane Chua

Procurement Office

Email: sloane.chua@ncdoi.gov

Phone: 919-807-6038



STATE OF NORTH CAROLINA

Invitation for Bids

12-001270

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 may subject your bid 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>

STATE OF NORTH CAROLINA
Department of Insurance

Refer <u>ALL</u> Inquiries regarding this IFB to: The procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:	Invitation for Bids # 12-001270
	Bids will be publicly opened: Wednesday, May 21, 2025, at 2:00 PM ET
Using Agency: Department of Insurance	Commodity No. and Description: 251116 – Safety and rescue watercraft
Requisition No.:	

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 below**. These documents can be accessed from the Ariba Sourcing Tool.

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: 12-001270

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty 90 days from date of bid 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 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 Department of Insurance)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids is to seek competitive bids from qualified vendors to furnish and deliver Swiftwater Rescue Watercrafts for the North Carolina Emergency Training Center. The goods which are specified in section 5.0 will be used to provide training to first responders in swift water environments. The goods must meet the specifications that are listed.

The North Carolina State Fire Marshal's Office is responsible for the protection of the lives and property of North Carolina residents and emergency responders by delivering comprehensive risk reduction programs, high-quality fire and rescue education and training, engineering and code enforcement, fire investigations, emergency response coordination.

THIS IS A BRAND SPECIFIC SOLICITATION. SUBSTITUTIONS WILL NOT BE ACCEPTED.

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

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: 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 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 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 and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

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 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 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 bid as non-responsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	May 1, 2025
Submit Written Questions	Vendor	May 9, 2025 by 2:00 PM ET
Provide Responses to Questions	State	May 15, 2025
Submit Bids	Vendor	May 21, 2025 by 2:00 PM ET
Contract Award	State	May 28, 2025

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.

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 IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 12-001270 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB 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 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. Late bids, 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 bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids 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.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB 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 bid, in the State's sole discretion.

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

- a) Cover Letter, must include 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 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 Response [4.4 Delivery, 4.5 Authorized Reseller, 5.1 Specifications, & 6.1 Customer Service]
- f) Completed version of ATTACHMENT A: PRICING FORM
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, 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 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 IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 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 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 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. 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 electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, 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 upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 PRODUCT IDENTIFICATION

BRAND SPECIFIC

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

4.3 TRANSPORTATION AND IDENTIFICATION

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

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show 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):

NC Emergency Training Center

44255 Airport Road

New London, NC 28127

The Vendor shall complete delivery within one hundred eighty (180) 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 upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

4.6 WARRANTY

Manufacturer's standard warranty shall apply. **Vendors shall include a copy of the manufacturer's standard warranty with the bid response.**

4.7 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.

4.8 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 *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.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

5.0 PRODUCT 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. Items listed with an item number are brand specific items.

5.1 SPECIFICATIONS

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

VENDOR'S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
	<i>AC inflator/blower. 3 PSI, 114 CFM, 9.5 amp motor, 10" Hose</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Z80186</i>	<i>MK2 Grand Raid, Red, Long-shaft, Aluminum Floorboard, I/C Valves. Two NC Spec Fuel Systems included per boat</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>45216.02</i>	<i>RQ3 Rescue Hose Deluxe Inflation System</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CR-1</i>	<i>Crossline Reach Device</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>86093.01</i>	<i>NRS X-Sled 115 Rescue Boat</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>86090.01</i>	<i>NRS ASR 155 Rescue Boat</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>200A19000</i>	<i>Transom cap, stainless, coated, 30-40 mm Transom with hardware, locking pins, and two stainless U-bolts for towing/tethering. Fits MK2 Grand Raid and MK3 Grand Raid.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>NC Spec ERB400</i>	<i>Zodiac ERB 400 in red (4 meter inflatable rescue boat) w/ high pressure floor to include inter-communicating valves, fast inflation system with SCBA & SCUBA connection to include keel inflation system, single fill line with pressure regulator capable of being used with SCUBA & SCBA, SCUBA bottle sleeve installed in rear floor, transom cap SCUBA bottle sleeve installed in rear floor, transom cap w/ability to pin motor to transom, agency name in white lettering on hypalon panels glued on each side of main buoyancy tubes. Includes heavy duty gorilla handles with CSM/Neoprene patch and not strap. Two NC Spec Fuel Systems included per boat.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>NC Spec FC420</i>	<i>Zodiac FC 420 in black (4.2 meter inflatable rescue boat) w/ high pressure floor to include inter-communicating valves, removable lateral stabilizing tubes, fast inflation system with SCBA & SCUBA connection to include keel inflation system, single fill line with pressure regulator capable of being used with SCUBA & SCBA, SCUBA bottle sleeve installed in rear floor, transom cap w/ability to pin motor to transom, agency name in white lettering on hypalon panels glued on each side of main buoyancy tubes. Includes heavy duty gorilla handles with CSM/Neoprene patch and not strap. Ball valves in lieu of clamp available for MBT to LBT communication. Two NC Spec Fuel Systems included per boat.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>NC Spec FC470</i>	<i>Zodiac FC 470 in black (4.7 meter inflatable rescue boat) w/ high pressure floor to include inter-communicating valves, removable lateral stabilizing tubes, fast inflation system with SCBA & SCUBA connection to include keel inflation system, single fill line with pressure regulator capable of being used with SCUBA & SCBA, and scuba bottle sleeve installed in rear floor, transom cap w/ability to pin motor to transom, agency name in white lettering on hypalon panels glued on each side of main tubes. Includes</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<i>heavy duty gorilla handles with CSM/Neoprene patch and not strap. Ball valves in lieu of clamps available for MBT to LBT communication. Two NC Spec Fuel Systems included per boat.</i>	
<i>RSA-60P</i>	<i>Commercial 60' paddle, blue T-grip and blade, white shaft ***need 4 per Zodiac and 6 per raft***</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>MFS30DL Professional PumpJet</i>	<i>Tohatsu Professional 30HPD Four-Stroke, blue, 20" shaft, rope start, manual trim/tilt, PumpJet, quick connect nipple w/ 1/4" body for fuel system (unless specified otherwise by customer). Includes Rescue South Engine Tether Point, oil, and spare rotor.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>RSECH-T 25/30-1</i>	<i>Fixed engine carry handle for Tohatsu 25/30, Installed</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>ME-140-Galvanized</i>	<i>Small outboard motor dolly, galvanized.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>MFS50AETL</i>	<i>Tohatsu MFS50AETL, 20" Shaft, Electric Start, Electric Trim, Blue</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>B10010</i>	<i>PJ UPFIT - GEARCASE ROTOR HOUSING ASSEMBLY, COMPLETE 40, 50 HP</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>3KYQ630003</i>	<i>Multi Function Tiller Handle Kit (MFS60/50/40A), AQ/BUE, Switch on Grip</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>3AC701771M</i>	<i>Tohatsu fuel tank, 6.6 US gallon / 25 liter. Includes tank-side fuel connector and built-in fuel gauge.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>99998PBA5M</i>	<i>Fuel hose assembly fits all MFS 4-stroke models. Includes primer bulb and fuel connectors. EPA/CARB compliant</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>RKAUV-16</i>	<i>Aluminum Inflatable Rescue Boat Trailer - 175X13C balanced tires, 2700 LB GVW /2100 LB Net / 70" wide frame, torsion axle with Vortex Hubs, aluminum fenders and fender boards, LED lights, swivel jack, PVC guides and poly covered bunks, spare tire and hub assembly, 2" Boat Buckle tie-downs and mounting brackets.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>RKAWSA-1660B</i>	<i>SeaArk 1660 Rescue Trailer</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>RKAWSA-1648B</i>	<i>SeaArk 1648 Rescue Trailer</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>200S315CB</i>	<i>Single level 15' PVC deck trailer, single 3500 lb torsion axle, spare tire, wheel, and mount. Design allows trailer to be expanded to double stack at a later date if desired. ***Price does not include delivery/freight***</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>85009.01</i>	<i>NRS Otter 120D Self-Bailing Raft</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO

85012.01	NRS Otter 130 Self-Bailing Raft	<input type="checkbox"/> YES <input type="checkbox"/> NO
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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.

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 a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

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

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

6.2 CONTINUOUS IMPROVEMENT

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

6.3 INVOICE

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 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 a resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

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

6.5 PRODUCT RECALL

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

6.6 ATTACHMENTS

All attachments to this IFB 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>

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS ATTACHMENTS B-E

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: BRAND SPECIFIC ITEMS

According to 5.1 SPECIFICATIONS

ITEM NO.	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3	Each	A/C Inflator/blower, 3 PSI, 114 CFM, 9.5 amp motor. 10" Hose. MFR _____ Model # _____	\$ _____	\$ _____
2	2	Each	MK 2 Grand Raid, Red, Long-Shaft, Aluminum Floorboard, I/C Valves. Two NC Spec Fuel Systems included per boat. MFR _____ Model # _____	\$ _____	\$ _____
3	1	Each	RQ3 Rescue Hose Deluxe Inflation System MFR _____ Model # _____	\$ _____	\$ _____
4	2	Each	Crossline Reach Device MFR _____ Model # _____	\$ _____	\$ _____
5	2	Each	NRS X-Sled 115 Rescue Boat MFR _____ Model # _____	\$ _____	\$ _____
6	2	Each	NRS ASR 155 Rescue Boat MFR _____ Model # _____	\$ _____	\$ _____
7	2	Each	Transom Cap, Stainless, Coated, 30-40 mm Transom, with hardware, Locking Pins, and two stainless U-Bolts for towing/tethering. Fits MK2 Grand Raid and MK3 Grand Raid MFR _____ Model # _____	\$ _____	\$ _____
8	4	Each	Zodiac ERB 400 in red (4 meter inflatable rescue boat) w/ high pressure floor to include inter-coummunicating valves, fast inflation system with SCBA & SCUBA connection to include keel inflation system, single fill line with pressure regulator capable of being used with SCUBA & SCBA, SCUBA bottle sleeve installed in rear floor, transom cap SCUBA bottle sleeve installed in rear floor, transom cap w/ability to pin motor to transom, agency name in white lettering on hypalon panels glued on each side of main buoyancy tubes. Includes heavy duty gorilla handles with CSM/Neoprene patch and not strap. Two NC Spec Fuel Systems included per boat. MFR _____ Model # _____	\$ _____	\$ _____
9	2	Each	Zodiac FC 420 in black (4.2 meter inflatable rescue boat) w/ high pressure floor to include inter-coummunicating valves, removable lateral stabilizing tubes, fast inflation system with SCBA & SCUBA connection to include keel inflation system, single fill line with pressure regulator capable of being used with SCUBA & SCBA, SCUBA bottle sleeve installed in rear floor, transom cap w/ability to pin motor to transom, agency name in white lettering on hypalon panels glued on each side of main buoyancy tubes. Includes heavy duty gorilla handles with CSM/Neoprene patch and not strap. Ball valves in lieu of	\$ _____	\$ _____

			clamps available for MBT to LBT communication. Two NC Spec Fuel Systems included per boat. MFR _____ Model # _____		
10	2	Each	Zodiac FC 470 in black (4.7 meter inflatable rescue boat) w/ high pressure floor to include inter-coummunicating valves, removable lateral stabilizing tubes, fast inflation system with SCBA & SCUBA connection to include keel inflation system, single fill line with pressure regulator capable of being used with SCUBA & SCBA, and scuba bottle sleeve installed in rear floor, transom cap w/ability to pin motor to transom, agency name in white lettering on hypalon panels glued on each side of main tubes. Includes heavy duty gorilla handles with CSM/Neoprene patch and not strap. Ball valves in lieu of clamps available for MBT to LBT communication. Two NC Spec Fuel Systems included per boat. MFR _____ Model # _____	\$ _____	\$ _____
11	12	Each	Commercial 60' paddle, blue T-grip and blade, white shaft ***need 4 per Zodiac and 6 per raft*** MFR _____ Model # _____	\$ _____	\$ _____
12	12	Each	Tohatsu Professional 30HPD Four-Stroke, blue, 20" shaft, rope start, manual trim/tilt, PumpJet, quick connect nipple w/ 1/4" body for fuel system (unless specified otherwise by customer). Includes Rescue South Engine Tether Point, oil, and spare rotor. MFR _____ Model # _____	\$ _____	\$ _____
13	12	Each	Fixed engine carry handle for Tohatsu 25/30, Installed MFR _____ Model # _____	\$ _____	\$ _____
14	12	Each	Small outboard motor dolly, galvanized MFR _____ Model # _____	\$ _____	\$ _____
15	1	Each	Tohatsu MFS50AETL, 20" Shaft, Electric Start, Electric Trim, Blue MFR _____ Model # _____	\$ _____	\$ _____
16	1	Each	PJ UPFIT - GEARCASE ROTOR HOUSING ASSEMBLY, COMPLETE 40, 50 HP MFR _____ Model # _____	\$ _____	\$ _____
17	1	Each	Multi Function Tiller Handle Kit (MFS60/50/40A), AQ/BLUE, Switch on Grip MFR _____ Model # _____	\$ _____	\$ _____
18	1	Each	Tohatsu fuel tank, 6.6 US gallon / 25 liter. Includes tank-side fuel connector and built-in fuel gauge. MFR _____ Model # _____	\$ _____	\$ _____
19	1	Each	Fuel hose assembly fits all MFS 4-stroke models. Includes primer bulb and fuel connectors. EPA/CARB compliant MFR _____ Model # _____	\$ _____	\$ _____
20	1	Each	Aluminum Inflatable Rescue Boat Trailer - 175X13C balanced tires, 2700 LB GVW /2100 LB Net / 70" wide frame, torsion axle with Vortex Hubs, aluminum fenders and fender boards, LED lights, swivel jack, PVC guides and poly covered bunks, spare tire and hub assembly, 2" Boat Buckle tie-downs and mounting brackets. MFR _____ Model # _____	\$ _____	\$ _____
21	1	Each	SeaArk 1660 Rescue Trailer	\$ _____	\$ _____

			MFR _____ Model # _____		
22	2	Each	SeaArk 1648 Rescue Trailer MFR _____ Model # _____	\$ _____	\$ _____
23	2	Each	Single level 15' PVC deck trailer, single 3500 lb torsion axle, spare tire, wheel, and mount. Design allows trailer to be expanded to double stack at a later date if desire MFR _____ Model # _____	\$ _____	\$ _____
24	1	Each	NRS Otter 120D Self-Bailing Raft MFR _____ Model # _____	\$ _____	\$ _____
25	1	Each	NRS Otter 130 Self-Bailing Raft MFR _____ Model # _____	\$ _____	\$ _____
TOTAL					

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

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

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

ATTACHMENT E. CUSTOMER REFERENCE FORM

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

<https://www.doa.nc.gov/media/15503/open>

ATTACHMENT F. LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

ATTACHMENT G. CERTIFICATION OF FINANCIAL CONDITION

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

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

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