



**STATE OF NORTH CAROLINA**

**Department of Public Instruction**

**Invitation for Bid #: 24-RQ213812-NM**

**School System Replacement Wreckers**

**Date Issued: October 1, 2025**

**Bid Opening Date: October 24, 2025**

**At 10:00 AM ET**

**Direct all inquiries concerning this IFB in the Sourcing Tool to:**

**Nicole Mathis**

**Procurement Manager**

**Email: [procurement@dpi.nc.gov](mailto:procurement@dpi.nc.gov)**



## STATE OF NORTH CAROLINA

### Invitation for Bids #

24-RQ213812-NM

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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.**

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Vendor Name

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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 Public Instruction	
Refer <b><u>ALL</u></b> Inquiries regarding this IFB: in the Messages Section in the Sourcing Tool	Invitation for Bids # 24-RQ213812-NM
	<b>Bids will be publicly opened:</b> October 24, at 10:00 AM ET
Using Agency: North Carolina Department of Public Instruction - Office of District Operations and School Nutrition	<b>Commodity No. and Description:</b> 2510109 - Specialized and Recreational Vehicles
<b>Requisition No.:</b> RQ213812	

**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 SHALL 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: 24-RQ213812-NM

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

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred eighty (180) days from date of bid opening, unless otherwise stated here: 180 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 DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY**

Offer accepted and contract awarded (Effective Date) \_\_\_\_\_.

By: \_\_\_\_\_

Maurice "Mo" Green, Superintendent of Public Instruction  
(Authorized representative of NC Department of Public Instruction)

By: \_\_\_\_\_

Alexis Schauss, Chief Financial Officer of Public Instruction  
(Authorized representative of NC Department of Public Instruction)

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## **1.0 PURPOSE AND BACKGROUND**

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The purpose of this Invitation for Bid (IFB) is to obtain pricing for and award an Agency Specific Term Contract to a responsive vendor(s) for the purchase of School System Wreckers on an “as needed” basis if and when ordered by the North Carolina Department of Instruction (NCDPI) during the contract period.

A School System Wrecker is a vehicle for towing school buses and school activity buses primarily. Most of these will replace existing older wreckers and are funded partially by budgeted appropriations for service vehicle replacement and partially by LEA capital funds once the vehicle meets replacement criteria.

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

This contract is funded through receipts.

### **1.1 CONTRACT TERM**

The Contract term shall be for three (3) years, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

## **2.0 GENERAL INFORMATION**

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### **2.1 INVITATION FOR BID DOCUMENT**

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

### **2.2 E-PROCUREMENT FEE**

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

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

### **2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS**

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

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

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

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations**

and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

**2.4 IFB SCHEDULE**

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

Event	Responsibility	Date and Time
Issue IFB	State	October 1, 2025
Submit Written Questions	Vendor	October 10, 2025, at 10:00 AM ET
Provide Responses to Questions	State	October 17, 2025
Submit Bids  Public Bid Opening via MS Teams	Vendor	October 24, 2025, at 10:00 AM ET  <b>Microsoft Teams <a href="#">Need help?</a>  <a href="#">Join the meeting now</a></b> Meeting ID: 251 332 786 895 6 Passcode: ED7KQ7w3 <b>Dial in by phone</b> <a href="#">+1 323-484-5095,,52697789#</a> United States, Los Angeles <a href="#">Find a local number</a> Phone conference ID: 526 977 89# For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a>

**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 # 24-RQ213812-NM – 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 populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s bid, in the State’s sole discretion

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

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Response (all items in Section 2.7, 4.5, 4.6, 4.8, 5.0 & 6.1)
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
- i) Completed and signed version of OMB STANDARD FORM LLL

**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 # \_\_\_ [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

### **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

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

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

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

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

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

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

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

#### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining

whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

**4.0 REQUIREMENTS**

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

**4.1 PRICING**

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

**4.2 ESTIMATED QUANTITIES**

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage. 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 show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

**4.5 DELIVERY AND INSTALLATION**

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

Department of Public Instruction  
North Carolina, 125 miles of Greensboro, NC.

**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.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

**4.6 WARRANTY**

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

The report of a problem does not presuppose that every call must result in an “on-site” visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

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

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

**Contact information** for warranty service provider:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person (name): \_\_\_\_\_

Contact Person (phone number): \_\_\_\_\_

Contact Person (email): \_\_\_\_\_

**4.7 MAINTENANCE OPTION**

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer’s published specifications and those of this IFB. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am ET to 5:00 pm ET, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this IFB, if applicable.

**4.8 DEMONSTRATION**

**DEMONSTRATION**

The State reserves the right to require a demonstration of the exact model of equipment offered in order to assess suitability of the offered equipment for the intended use. Such demonstration shall be performed at Procurement Agency’s facility or virtually by Vendor or his authorized representative before award of the contract, upon request by and without charge to the State. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the bid. The results of such demonstration will be considered in the evaluation and award of a contract.

**DESCRIPTIVE LITERATURE/CERTIFICATION**

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

**4.9 HUB PARTICIPATION**

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

**4.10 VENDOR’S REPRESENTATIONS**

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.11 FINANCIAL STABILITY**

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

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification..

**4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

**5.0 PRODUCT SPECIFICATIONS**

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NCDPI is charged with the task of replacing state-maintained school buses and service vehicles. Each Local Education Agency (LEA) is responsible for properly maintaining vehicles for the entire life cycle.

In the case of a wrecker, a vehicle for towing school buses, the original unit is purchased using local funds. A replacement vehicle is funded partially by NCDPI and partially by LEA capital funds once the vehicle meets replacement criteria and the LEA has signed an agreement to provide the funds necessary for their part of the purchase.

DPI places the purchase order with the anticipated vehicle delivery within 120 calendar days after receipt of the purchase order. DPI staff inspect and take delivery the vehicle, purchase lettering for the vehicle, and then orient LEA staff to the new vehicle features. The vehicle is titled to the local board of education.

All information requested on the following specifications must be furnished or bid SHALL be considered incomplete and subject to rejection. All manufacturer’s standard equipment shall be included, except where such conflicts with another requirement herein.

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. Vendor shall respond “yes “or “no” for each specification below.

**I. WRECKER CAB AND CHASSIS SPECIFICATIONS**

Item #	Specifications	Vendor Response
1	<b>Wheelbase:</b> Approximately 230". Wheelbase offered: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	<b>Cab to Axle:</b> 156" minimum CA Offered: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	<b>GVWR:</b> 52,000 lbs. minimum GVWR Offered: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	<b>Front axle:</b> 12,000 lbs. minimum	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	<b>Rear axle:</b> Tandem (Dana Spicer RD 404 or equivalent) single reduction 40,000lbs. capacity with driver locking differential in rear axle. Rear Axle Offered: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	<b>Gear Ratio:</b> 4.88. Vehicle must be able to maintain 65-70 MPH on a level road in towing configuration based on max load and have a minimum storability of 25%. Written confirmation with bid from bidder is required stating that truck will maintain 65-70 MPH on level road in towing configuration based on max load. Gear Ratio Offered: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	<b>7 Suspension:</b> Rear tandem air-ride suspension capable of 40,000 lb capacity minimum	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	<b>Engine Type:</b> diesel, electronically controlled in-line 6 cylinder 300 HP, 860 lb-ft torque and engine exhaust brake. Include engine hour meter. Engine must meet current EPA requirements for the applicable model year.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	<b>Transmission:</b> 6 speed Automatic with O/D OR manual, synchronized, 6 speed O/D with removable plate for access to countershaft for PTO installation. PTO itself is NOT required. Fill with synthetic gear oil.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	<b>Clutch (if manual transmission):</b> Eaton Fuller (EP1402SD) Easy Pedal Plus, Two Plate, Ceramic 14" diameter, cast	<input type="checkbox"/> YES <input type="checkbox"/> NO

Item #	Specifications	Vendor Response
	angle spring, super duty, 8 spring coaxial free travel damper, quick adjust (manual) feature with 1.75" diameter spline.	
11	<b>Power Take Off (PTO):</b> PTO to be air operated and have illuminated switch mounted on dash in clear view of driver.  <b>Throttle speed control for PTO: (Throttle up)</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	<b>Exhaust:</b> Frame mounted. Vertical tailpipe approximately the same height as cab with suitable water deflection device.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	<b>Water/ Fuel Separator:</b> Racor model 490, or equivalent, with water sensor, dash mounted indicator light, clear fuel bowl, and primer pump. To be mounted between fuel tank and engine, mounted on firewall or frame rail in engine compartment.  <b>Vendor shall provide manufacturers information or specifications of the separator offered with the bid.</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	<b>Alternator:</b> Leece-Neville 210 amp minimum, brushless <b>Battery (s):</b> Two maintenance free 12 volts, 1850 CCA total	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	<b>Power steering/Steering column:</b> Tilt column only with forward/rearward seat travel sufficient to accommodate drivers from approximately 5'4" to 6'4" in height minimum.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	<b>Brakes:</b> Air operated dual brake system with Bendix AD9 or AD9si air dryer with heater. ABS and automatic slack adjusters front and rear.  <b>Front Brakes:</b> S-Cam 16.5" x 5.0". Includes 20 square inch long stroke brake chambers.  <b>Rear Brakes:</b> Air-cam 16.5" x 7". Includes 30/30 long stroke brake chambers and heavy-duty spring actuated parking brake.	<input type="checkbox"/> YES <input type="checkbox"/> NO  <input type="checkbox"/> YES <input type="checkbox"/> NO
17	<b>Cab:</b> Conventional steel	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	<b>Air Compressor:</b> Minimum 13.2 CFM  CFM Offered: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	<b>Service Brake interlock:</b> Required	<input type="checkbox"/> YES <input type="checkbox"/> NO
20	<b>Tires</b>  <b>Front:</b> 295/75 R 22.5, load range H  <b>Rear:</b> 295/75 R 22.5, load range H	<input type="checkbox"/> YES <input type="checkbox"/> NO  <input type="checkbox"/> YES <input type="checkbox"/> NO
21	<b>Hub:</b> Piloted disc type wheel	<input type="checkbox"/> YES <input type="checkbox"/> NO
22	<b>Fuel tank:</b> 50 gallons full of fuel at time of delivery	<input type="checkbox"/> YES <input type="checkbox"/> NO

Item #	Specifications	Vendor Response
23	<b>Hood:</b> Fiberglass tilt with hood stop	<input type="checkbox"/> YES <input type="checkbox"/> NO
24	<b>Frame Rail:</b> 120,000 lb. PSI	<input type="checkbox"/> YES <input type="checkbox"/> NO
25	<b>Cab Heat:</b> Heater and air conditioning factory installed.	<input type="checkbox"/> YES <input type="checkbox"/> NO
26	<b>Glass: Manufacturer's standard</b> Tinted windshield and side windows.	<input type="checkbox"/> YES <input type="checkbox"/> NO
27	<b>Horns:</b> Dual, high/low notes and air horn	<input type="checkbox"/> YES <input type="checkbox"/> NO
28	<b>Back-up alarm:</b> Rated at minimum 102db	<input type="checkbox"/> YES <input type="checkbox"/> NO
29	<b>Radio:</b> Manufacturers standard AM/FM	<input type="checkbox"/> YES <input type="checkbox"/> NO
30	<b>Driver Seat:</b> Air-suspension and standard two-person passenger seat.	<input type="checkbox"/> YES <input type="checkbox"/> NO
31	<b>Exterior finish:</b> National School Bus Yellow with base and clear coat, except that frame, wheels, and bumpers shall be manufacturer's standard color.	<input type="checkbox"/> YES <input type="checkbox"/> NO
32	<b>Exterior Mirror:</b> Dual west coast type with convex mirrors on both sides	<input type="checkbox"/> YES <input type="checkbox"/> NO
33	<b>Exterior Rear:</b> Back up Camera	<input type="checkbox"/> YES <input type="checkbox"/> NO
34	All manufacturers' standard equipment except where such conflicts with another requirement herein. <b>(Any conflicts/deviations should be detailed in accordance with section 5.2.)</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO

**II. WRECKER BODY SPECIFIATIONS**

Item #	Specifications	Vendor Response
1	<b>Boom:</b> <b>Capacities:</b> 20-ton minimum integrated boom with dual hydraulic pump system. Dual 20,000 lbs. minimum planetary winches Air release and cable tensioner. 50,000 lb. tow capacity	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	<b>Under Lift:</b>  Rated 24,000 lb. minimum retracted, 12,000 lb. minimum extended Power tilt feature.  Under Life Lbs. Retracted Offered: _____  Extended Power Tilt Lbs. Offered: _____  Dual manual controls to include under lift and multi-function handheld lanyard control.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	<b>Body:</b> <b>Cab to Axle:</b> Minimum 156" 96" wide modular body	<input type="checkbox"/> YES <input type="checkbox"/> NO

Item #	Specifications	Vendor Response
	CA Offered: _____ Pylon with light bar – 54” amber strobe light bar with two work lights. Rubber fenderettes on rear tandem wheel openings. Chain racks and tool holders. Air and electric hook-ups. Rear work lights. Tail board recovery anchors. Low profile fork holders. 8 sets cast steel forks. Two axles to fork securement straps. Pair of spring lift adapters. Pair hook adapters.	
4	<b>Tool and Storage Boxes:</b> Front storage box tunneled 36” and approximately six side storage tool boxes, with lights.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	<b>Front Bumper:</b> Rubber faced push bumper.	<input type="checkbox"/> YES <input type="checkbox"/> NO

**5.2 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

DPI Contract Manager Point of Contact	
Name:	Kevin Harrison, Section Chief Office of District Operations
Office Phone #:	984-236-2932
Mobile Phone #:	N/A
Email:	<a href="mailto:Kevin.Harrison@dpi.nc.gov">Kevin.Harrison@dpi.nc.gov</a>

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

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

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

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

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

**6.2 CONTINUOUS IMPROVEMENT**

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

**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 DISPUTE RESOLUTION**

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other

remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**6.5 PRODUCT RECALL**

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

**6.6 PRICE ADJUSTMENTS**

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

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

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

**6.7 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

**ATTACHMENT A: PRICING**

The Vendor shall complete all items under MAKE, MODEL, UNIT COST and TOTAL CLOST.

The TOTAL COST (G) by line item is the ESTIMATED QUANTITY (B) multiplied by the UNIT COST (F).

<b>(A) LINE ITEM</b>	<b>(B) ESTIMATED ANNUAL QUANTITY</b>	<b>(C) DESCRIPTION</b>	<b>(D) MAKE</b>	<b>(E) MODEL</b>	<b>(F) UNIT COST</b>	<b>(G) TOTAL COST</b>
1	4	Wrecker Cab and Chassis (Manual Transmission)			\$ _____	\$ _____
2	4	Wrecker Cab and Chassis (Automatic Transmission)			\$ _____	\$ _____
3	4	Wrecker Body (Manual Transmission)			\$ _____	\$ _____
4	4	Wrecker Body (Automatic Transmission)			\$ _____	\$ _____
<b>TOTAL EXTENDED COST (ITEMS 1-4)</b>						\$ _____