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**STATE OF NORTH CAROLINA**

**Department of Agriculture and Consumer Services**

**Invitation for Bid #: 10-IFB-601743268-TT**

**Heavy Duty Rollback Carrier 30,000 LBS**

**Date Issued: August 3, 2023**

**Bid Opening Date: August 14, 2023**

**At ­­2:00 PM ET**

**Procurement Lead:**

Tammie Taylor

Procurement Specialist



**STATE OF NORTH CAROLINA**

**Invitation for Bids #**

**10-IFB-601743268-TT**

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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 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 Agriculture and Consumer Service** |
| **Refer *ALL* Inquiries regarding this IFB to:** **The procurement lead (Tammie Taylor) through the Message Board in the Sourcing Tool. See section 2.4 for details:**  | **Invitation for Bids # 10-IFB-601743268-TT** |
| **Bids will be publicly opened: August 14, 2023 at 2:00 PM ET** Microsoft Teams meeting **Join on your computer, mobile app or room device** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZjI3ODQxNGMtMGI3Yy00MGNmLWI0NDMtNzk1OTkzYzNlMDRm%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%2246ea1d2b-4c0f-410d-95cf-27b4b2a55d21%22%7d) Meeting ID: 280 054 894 593 Passcode: Hz37XD [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Join with a video conferencing device** ncgov@m.webex.com Video Conference ID: 113 497 697 5 [Alternate VTC instructions](https://www.webex.com/msteams?confid=1134976975&tenantkey=ncgov&domain=m.webex.com) **Or call in (audio only)** +1 984-204-1487,,958323794#   United States, Raleigh Phone Conference ID: 958 323 794# [Find a local number](https://dialin.teams.microsoft.com/c102d528-0544-4660-b869-294e85047e28?id=958323794) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing)  |
| **Using Agency: NCDA&CS – NC Forest Service** | **Commodity No. and Description: 251816 – Automotive Chassis** |
| **Requisition No.: PR1253556**  |

**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** andthe **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:  |

**VALIDITY PERIOD**

Offer shall be valid for at least sixty 120 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 NCDA&CS)**

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# PURPOSE AND BACKGROUND

The NC Forest Service (NCFS) primary purpose is to ensure adequate and quality forest resources for the state to meet its present and future needs.  The NC Forest Service is active with wildfire suppression and is designated as an Emergency Response Agency per GS 166A-19.77.  NCFS utilizes various modes of equipment to accomplish its goals such as bulldozers, helicopters, airplanes, trucks, utv etc.

The purpose of this Invitation for Bids is to seek competitive bids from qualified vendors to establish an Agency Specific Term Contract to furnish and deliver Heavy Duty Roll Back Carrier 30,000 LBS on an “as needed” basis if and when ordered by the NC Department of Agriculture during the contract period.

The NC Forest Service requires Rollback Carriers with a 30,000-pound carrying capacity in the western part of the state, which is mountainous, rugged terrain with regards to Wildland Firefighting.

The NC Forest Service must acquire smaller, lighter Fire Plows/Crawlers and the Rollback Carriers to carry them while maintaining safety in the fire environment and roadways.

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

* 1. CONTRACT TERM

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

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

# GENERAL INFORMATION

* 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 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 | 8/3/2023 |
| Submit Written Questions  | Vendor | 8/8/2023 by 10:00 AM ET |
| Provide Responses to Questions  | State | 8/10/2023  |
| Submit Bids | Vendor | **8/14/2023 by 2:00 PM ET** |
| Contract Award | State | TBD |

## 2.5 BID QUESTIONS

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

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 # 10-IFB-601743268-TT – 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.

## 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:

1. Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
2. Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
3. Vendor Response for Section 4.7 Authorized Reseller.
4. Completed version of ATTACHMENT A: PRICING
5. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
6. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
7. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
8. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
9. Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

## 2.8 ALTERNATE BIDS

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

## 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.

1.

# 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***](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.

## 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:

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

## 3.5 INTERPRETATION OF TERMS AND PHRASES

This 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.

# 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.

* 1. PRICING

Bid price shall constitute the total cost to the State for delivery and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM included in this IFB 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.

* 1. ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

* 1. PRODUCT IDENTIFICATION

**SUITABILITY FOR INTENDED USE**

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all 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

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

NC Forest Service District Forester, 131 Glenn Rd, Sylva, NC

The delivery shall be pursuant with the following requirements:

Vendor must furnish complete MVR-1 and "Certificate of Origin" made to:

* NC Forest Ser1,1ce, 1616 MSC, Raleigh, NC 27699-1600
* Completed OMV Form MVR-1 (title Application).
* Completed Certificate of Origin, Odometer Mileage Statement
* Completed Order of the Acknowledge Receipt of Vehicle.
* COPY of the Buyer's invoice for the Vehicle.

Vendor should complete delivery within 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.

## 4.6 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to ensure compliance with the contract requirements and specifications.

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

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## 4.7 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its bid response.Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Vendor is the:** |  **[ ]  Manufacturer** | **[ ]  Dealer** | **[ ]  Reseller** | **[ ]  Distributor** |

 **Authorized: [ ]  Yes [ ]  No Attached Manufacturer’s Authority: [ ]  Yes [ ]  No**

## 4.8 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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 4.9 HUB PARTICIPATION

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

## 4.10 REFERENCES

Vendors shall 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.

## 4.11 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.

## 4.12 FINANCIAL STABILITY

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

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

## 4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

[ ]  Small Purchases

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

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

#  PRODUCT SPECIFICATIONS

## SPECIFICATIONS

The below specifications and requirements are drawn around a product which the State has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Vendors are requested to offer only comparable Heavy Duty Rollback Carrier which will provide the features and performance needed and implied.

| **HEAVY DUTY ROLLBACK CARRIER 30,000 LBS****SPECIFICATIONS** | **VENDOR RESPONSE** **(YES OR NO)** |
| --- | --- |
| **HEAVY DUTY, DIESAL POWER, TANDEM AXLE (MANUAL TRANSMISSION):** Must meet or exceed the Chevron 26ft x 102" LCG Carrier or equivalent. Vehicle will be latest model furnished complete with all standard equipment, whether listed in this specification or not; full gauge package including transmission temperature, #1 & #2 rear end temperature, low air pressure buzzer, low oil pressure warning light, high water temperature warning light, 5 cab lights, seat belts, and all specified equipment. Vehicle will have all safety features of the Federal Vehicle Safety Standards where applicable. Safety triangles & Fire Extinguisher included. Two complete sets of Operator's Manual, Parts, Shop & Service Manuals, to include engine, transmission and chassis for each unit furnished. (one (1) CD (or any media) and one hard copy acceptable). | [ ]  YES [ ]  NO |
| **TYPE:** Conventional cab air ride with setback front axle and tandem drive rear axle. | [ ]  YES [ ]  NO |
| **GROSS VEHICLE WEIGHT RATING:** 58,000 pounds Minimum. | [ ]  YES [ ]  NO |
| **WHEELBASE:** 256 inches. Maximum  | [ ]  YES [ ]  NO |
| **MINIMUM DIMENSION:** C.T.- 182 Useable inches, B.B.C. -120 inches Minimum; AF- 60" inches Minimum Frame Length behind Center of Rear Axle. | [ ]  YES [ ]  NO |
| **FRAME:**  The main frame will have a minimum RBM requirement of 3,000,000-inch pounds each. The outside frame rails of the chassis extending behind the cab must be free of fuel tanks, air tanks, battery boxes, exhaust racks, etc. | [ ]  YES [ ]  NO |
| **AXLE FRONT:** Front Axle 5'in drop axle with Front 14,600 pounds; Shall be sufficient to allow proper Gross Combined Weight rating. | [ ]  YES [ ]  NO |
| **AXLES REAR:** Rear 46,000 pounds; interlocking; (Dual Meritor Model RT 46-164EH or equivalent). Dual cab-controlled inter1ocking/cross lock. Rear axle ratio 4.10 or 4.11 | [ ]  YES [ ]  NO |
| **REAR SUSPENSION:** Tandem Hendrickson Primaax EX462 - 46K - 60in. axle spacing or equivalent. 10in. Ride Height -Air ride suspension with dash mounted dump valve. Ride Height Maximum (Unladen- 42.5-ln.)  | [ ]  YES [ ]  NO |
| **BRAKES: All axles, full air, with 13 cubic feet air (minimum) compressor** (Bendix-Westinghouse or equivalent). Parking brakes to be with springs brakes on all axles (Winch braking system) to include FLIP VAVLE PIPING TO FR &RR SERVICE BRAKES. Shall be equipped with 12-Volt air dryer and moisture ejection system (Bendix-Westinghouse System Guard AD-4 or Equivalent). | [ ]  YES [ ]  NO |
| **BATTERY:** Three (3) each minimum- 12 volt; 900 amps minimum with 2700CCA to include hold down clamps. Batteries inside the cab compartment are Not acceptable. | [ ]  YES [ ]  NO |
| **ALTERNATOR:** 130-amp minimum. (Delcotron 25 SI series integral charging system or equivalent). | [ ]  YES [ ]  NO |
| **GOVERNOR:** Standard for engine offered. | [ ]  YES [ ]  NO |
| **ENGINE:** Full diesel, Detroit DD-15 or Cummins X15engine, 15.0 liter or equivalent with cruise control, WITH MA TALLED ENGINE COMPRESSION BRAKE, minimum 6 cylinders, gross torque minimum 1850-foot pounds at approximately 1000 RPM. Minimum rated gross horsepower 500 at 1850RPM, 75 MPH top speed. Shall be SAE rated. To include 1500-watt-120\0lt, engine block heater. Emission control system shall meet Federal & NC State regulations at time of manufacture. | [ ]  YES [ ]  NO |
| **AIR CLEANER:** Heavy duty approved type, dry, with dash mounted restriction indicator. | [ ]  YES [ ]  NO |
| **RADIATOR:** Heavy duty, sized for engine offered with stone and gravel guard. | [ ]  YES [ ]  NO |
| **TRANSMISSION:** Heavy duty, 13 speed Fuller Model RTI...OF-18913A or equivalent. To include external oil cooler, with pump P.T.O. compatible. | [ ]  YES [ ]  NO |
| **CLUTCH:** Heavy duty, 15-1/2-inch 2 plate Easy Pedal. | [ ]  YES [ ]  NO |
| **FUEL TANK:** 2 aluminum cylindrical type, one mounted on each side, 60-gallon minimum capacity each tank, ICC approved with selector switch, valves and gauges for each tank if applicable. Fuel Tanks must be under cab, not to extend more than 12” behind the cab. Fuel fill must not be behind the cab. | [ ]  YES [ ]  NO |
| **WINDSHIELD WIPERS:** Dual, heavy-duty intermittent electric wipers. Dual washers. | [ ]  YES [ ]  NO |
| **TIRES &WHEELS:** The L.C.G. Carrier Requires Low Ride Height. This may be accomplished with Super Single Tires & Wheels, 455/55R 22.5 with at least 58" between the tire sidewalls (interior). Super Single rear axles with 455/55 R22.5 Bridgestone M853Greatec or equivalent (Overall Diameter= 41.9 in.), 20 ply radial tires. Single front wheels with 295/75R22.5 Bridgestone R268 Ecopia or equivalent. (Overall Diameter = 40.3 in.)16 ply radial tires. All Wheels to be one-piece, non-polished aluminum disc, Hub Piloted 22.5" x 14.00" on 11.250" bolt circle for rear axle. Hub Piloted 22.5" x 8.25" on 11.250" bolt circle for Front axle. Tires to meet GVWR (58,000lbs. Minimum) requirements of Carrier. **Includes spare tires and wheels to match tires and wheels on truck. One each for front and rear axle application.** | [ ]  YES [ ]  NO |
| **DIRECTION SIGNALS:** Class "A" with emergency switch that flashes two front and two rear turn signals simultaneously with adequate parking lights. | [ ]  YES [ ]  NO |
| **DIFFERENTIAL:** Duel Locking Inter-axle, air operated, heavy duty with Driver controlled locking differential in both axles. (Cross lock). | [ ]  YES [ ]  NO |
| **STEERING:** Power steering. Tilt and telescopic. | [ ]  YES [ ]  NO |
| **BUMPER:** Front, heavy duty chrome, construction type, with two front pull hooks or tow pins mounted so pull is on mainframe of vehicle. | [ ]  YES [ ]  NO |
| **TAILLIGHTS:** Mounted on rear of chassis. | [ ]  YES [ ]  NO |
| **COLOR:** Oxford White, base coat/clear coat, or equivalent. | [ ]  YES [ ]  NO |
| **CAB:** Conventional with 2 inside sun visors, manufacturers standard exterior sun visor, Seats-Driver - heavy-duty air-ride, high-back seat with arm rests (National Cushion Air Hi-Back or equal). Passenger-Manufacturer heavy duty plus (air-ride, high-back seat with arm rests if available. Cab shall be equipped with grab handles at each entrance and manifest box. AM-FM radio with (Blue Tooth hands free communication capability) and "hot post" and ground for CB radio attachment. Electric power windows with controls from both sides. To include five auxiliary switches to be pre-wired through a minimum a 20amp circuit breaker each. Cab shall ha\€ complete insulation with added noise and thermal treatment to reduce power train noise levels to OSHA standards. To include (Factory installed if available) or to upfitted by Body Up fitter: Rear view camera mounted to rear under body portion of bed with 7-inch Monitor screen mounted inside of cab dash area not to interfere with other controls, to include audio communication function. | [ ]  YES [ ]  NO |
| **HEATER, DEFROSTER & AIR CONDITIONING:** Integral, factory installed. | [ ]  YES [ ]  NO |
| **REAR VIEW MIRRORS:** Two aluminum outside West Coast type, 6 x 16, with braces and auxiliary convex mirror attached. Mirrors are to be heated with power adjustable on both sides. | [ ]  YES [ ]  NO |
| **HORNS:** Air, dual, chrome, roof mounted. | [ ]  YES [ ]  NO |
| **TACHOMETER:** Dash mounted. | [ ]  YES [ ]  NO |
| **MUFFLER:** Horizontal under frame mounted. | [ ]  YES [ ]  NO |
| **HEAVY DUTY ROLL BACK CARRIER SPECIFICATIONS** |  |
| 30,000 lb. HEAVY DUTY ROLL BACK CARRIER; Must meet or exceed the Chevron 26ft x 102" LCG Carrier or equivalent. | [ ]  YES [ ]  NO |
| **CARRIER DECK DESIGN:** The Heavy Duty 58,000 GVWR. Carrier will be provided with a 30,000 lb. capacity Metal Decking and Steel Structural carrier26 ft. In length and 102 Inches wide:The Deck will be provided with the following design specifications:* Steel to be primed and painted Black Acrylic Enamel or Equivalent
* ¼ Metal Deck Floor
* Platform Main beam (8" I-Beam)
* High Strength Tube cross-members in 8-inch Increments. (3" X 3" Cor-Ten Steel)
* Steel Angle Outside Rall Members (7" X 4" X 3/8")
* Full Length Sub Frame Ralls (6" X 3" X 3/8" High Strength Tube)
* Rub Rails (Trailer Style with Integrated Stake Pockets)
* Frame Mounted Pylon with Tri-Box Toolboxes
 | [ ]  YES [ ]  NO |
| **SUB-STRUCTURE AND SLIDE PAD SYSTEM:** The Substructure will consist of an Independent Full-Length Sub frame that will serve as the Sliding and Structural Median between the carrier deck and the truck chassis. The sub frame will be attached to the truck chassis frame at two primary locations.1. The rear Pivot welded to truck frame 2" one-piece pin with grease fittings.
2. Forward of rear axles via the Dual Independent Hyd. Cylinders

The Sub frame will be constructed of 8" I-Beam with tubular cross­ members. It will comprise of rear bumpers chain boxes lighting mud flap brackets and slide system accommodations. All basic hydraulic cylinder functions such as slide tilt tow option/rear dock stabilizer raise and lower (except winch and tow option extend) will be connected structurally via the sub frame and trunnion pivot to ensure proper load transfer between carrier body components and truck chassis frame. The Heavy-Duty Carrier will provide a sub frame that can span up to two rear axles. The deck will slide forward and rearward via 2 120" stroke hydraulic cylinders. The sliding surface will comprise of full length Nylatron Slide Pads that are greaseable for long life. An Independent Body Lock System will hold the sub frame and body. This will keep deck in place during transport without reliance on the hydraulic tilt cylinders. | [ ]  YES [ ]  NO |
| **HYDRAULIC REAR DOCK STABILIZER AND TOW OPTION:** The Heavy-duty Carrier will be made available with a hydraulic rear dock stabilizer designed to raise and support the rear of the deck and will Include the following: The Heavy-Duty Carrier will be made available with trailer transport capability. A Reese Hitch located on dock stabilizer can adjust towing height by raising or lowering stabilizer; The Hydraulic Stabilizer will have two hydraulic cylinders to raise and lower stabilizer. Each cylinder will be equipped with locking valve in the occurrence of hydraulic system or Individual cylinder failure. | [ ]  YES [ ]  NO |
| **HYDRAULIC CONTROL VALVE:** The Heavy-Duty Carrier will provide a manually controlled hydraulic valve that will distribute hydraulic fluid to the appropriate functions in the desired direction when the control valves are either raised or lowered. The control handles will automatically return to the neutral off position when released Inhibiting further fluid flow In or out of the coinciding hydraulic device. The Control Valve will be specified with low leakage, precision machined, chrome plated spools with metering and load check capability. | [ ]  YES [ ]  NO |
| **HYDRAULIC SYSTE**M**:** The Heavy-Duty Carrier will be provided with a standard hydraulic supply distribute/return system. A single hydraulic pump will power the system. The pump will be direct mounted to the power take off device that Is driven by the truck engine; An Air Shift Control PTO (with indicator light) will be made available with the ability to engageand disengage it from Inside the truck cab; The Hydraulic System will be rated and protected at 2,200 PSI with a nominal flow rate of 24 GPM at 1000 RPMs of Pump Speed. The system will be protected from contamination via a 10-micron (replaceable) return flow filter; The hydraulic fluid will be stored in a 24-gal reservoir tank of steel construction with Internal baffle and a return flow to direct and control the fluid and maintain the integrity of the hydraulic oil from air contamination.The Heavy-Duty Carrier will be provided with an external dual locking valve for tilt function. | [ ]  YES [ ]  NO |
| WINCHES: The Heavy-Duty Carrier will be made with a minimum20.000 lb. line Pull Planetary Winch. Winch will be bolted to carrier floor for easy service If needed. The winch will be provided with a high strength cable of 75-foot minimum length with a swivel hook.; A Cable Tonisor device will be made available to facilitate proper winding of cable to winch drum. The winch will be provided with an Air Powered Free Spool System with the control at control handle location. The winch function will also be supplied with a wireless radio remote control with IN and OUT function. | [ ]  YES [ ]  NO |
| **HOSE TRACKING SYSTEM:** The Heavy-Duty Carrier will be provided with a modern winch hose tracking system in a tray attached to sub frame. The Heavy-Duty Carrier will have a wiring system for lights enclosed in a tray attach to sub frame. | [ ]  YES [ ]  NO |
| **STORAGE DEVICES:** The Heavy-Duty Carrier will be made available with storage devises to help securely transport safety maintenance tie down and clean up equipment which shall Include (2) Front Chain Trays, (2) Rear Safety Chain and (2) 49' Long 18" High 18" Deep All Aluminum Toolboxes. All toolboxes will be provided with the following quality and durability features.* Stainless steel rotary latch with matching key codes
* All alum construction for long life
* Stainless steel door covers with water resistant gasket and vinyl coated lanyards
 | [ ]  YES [ ]  NO |
| **TIE DOWN PROVISIONS:** The Heavy-Duty Carrier will be provided or made available with the following tie-down devices for proper securing and transport.* Two front and four-rear chain lock locations.
* Outer rub rail trailer style with integrated stake pockets
* 8 additional 2-way chain locks Load Rating 30,000lbs. (4 equally spaced on each side)
 | [ ]  YES [ ]  NO |
| **EXTERNAL LIGHTING AND SAFETY DEVICES:** The Heavy-Duty Carrier will be made available with the following external lighting and warning safety devices.* Front mid and rear marker lighting (LED)
* Pre-wired for a customer supplied bar light using weather-resistant elect boxes
* All electrical and lighting systems will be factory Installed using weather-resistant plug and connectors.
* Dual lighted control boxes - both sides of carrier
* Rear mounted back-up alarm
* Federal standard 108 lighting
* Warning and Instruction Decals and Literature
* 5 Switch Panel
 | [ ]  YES [ ]  NO |
| **DECK:** Shall meet the following requirements.* Load Angle 11Degrees
* Dump Angle 12 Degrees
* Deck Height Above Chassis Frame (Metal Decking) 6.25 Inches
* Deck Ride Height mounted to be 48.8 inches Maximum Un-Laden
* Deck Laden Ride Height must accommodate a Dozer of 112” tall at a ride height of less than 162" inches.
 | [ ]  YES [ ]  NO |
| **WINCH:** shall meet the following requirements. Ramsey Planetary Gear with Brake* Winch Rating 20,000 lb.

Winch Cable* Type 6X36 Class Steel Core
* Diameter 9/16
* Hook 5 Tow Swivel
* Length 75 Feet
 | [ ]  YES [ ]  NO |
| **HYDRAULIC SYSTEMS:** shall meet the following requirements.* System Pressure 2200 Psi
* Tilt Relief Pressure 2200 Psi
* Counterbalance Relief for IRL 4.5:1
* Hydraulic Pump 24 GPM 1200 RPM
* Hydraulic Reservoir Capacity 24 Gal
* Filter System 10 Micron Return
 | [ ]  YES [ ]  NO |
| **CYLINDER:** Shall meet the following requirements.* Slide Back Cylinders Dual 4” X
* Tilt Cylinders Dual 4.5”
* Rear Dock Stabilizer Dual 4
 | [ ]  YES [ ]  NO |
| All Carriers will be provided with proper Instructional Information to use and maintain the unit. Parts and Operation manuals will be provided to facilitate in the long life and smooth operation of the Carrier. These manuals will include detailed operating instructions, an instructional video, service and maintenance Information Including manufacturer's part numbers and assembly drawings. Also provided, will be hydraulic and electrical schematics of the unit systems. The manual shall properly identify the manufacturer's name and contact information. | [ ]  YES [ ]  NO |
| Standard Warranty to be furnished for Carrier. The Supplier warrants the equipment to be of good material and workmanship and agrees to replace promptly any part or parts which by reason of defective material or workmanship that shall fall under normal use, free of negligence or accident, during the manufacturer's standard warranty period, but not less than one year. Such replacement shall Include all parts and labor. | [ ]  YES [ ]  NO |

## 5.2 CERTIFICATION AND SAFETY LABELS

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

## 5.3 DEVIATIONS

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

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#  CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

NCDACS Contract Manager:

Donald Murray

Regional Equipment Supervisor

828-665-8688

donald.murray@ncagr.gov

## 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:  |  |

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## 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.

##  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.**

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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.

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##  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.

##  PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for 180 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.

## 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.

## 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>

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



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# ATTACHMENT: A PRICING FORM

**FURNISH AND DELIVER: (Estimated 3 Year Quantity)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM# | **ESTIMATED****QTY.** | UOM | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
| 1 | 1 | Each | Year 1:Heavy Duty Rollback Carrier, 30,000 lb.Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | $\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| 2 | *1* | Each | Year 2:Heavy Duty Rollback Carrier, 30,000 lb.Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ***$\_\_\_\_\_\_\_\_\_\_\_\_*** | ***$\_\_\_\_\_\_\_\_\_\_\_*** |
| 3 | 1 | Each | Year 3:Heavy Duty Rollback Carrier, 30,000 lb.Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ***$\_\_\_\_\_\_\_\_\_\_\_\_*** | ***$\_\_\_\_\_\_\_\_\_\_\_*** |
|  |  |  | TOTAL EXTENDED PRICE |  | ***$*** |