



# **STATE OF NORTH CAROLINA**

**Department of Transportation**

**Invitation for Bid #: 54-CA-10172023**

**Bicycle Helmets**

**Date Issued: May 23, 2024**

**Bid Opening Date: June 14, 2024**

**At 2:00 PM ET**

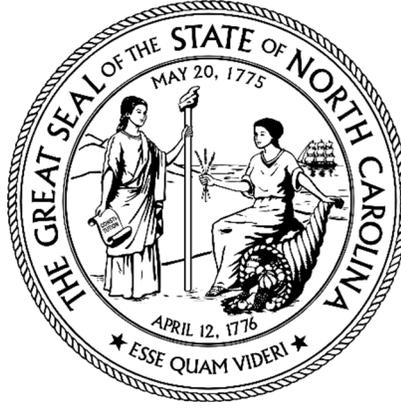
**Direct all inquiries concerning this IFB to:**

**Christian Andresen**

**Procurement Specialist III**

**Email: [ctandresen@ncdot.gov](mailto:ctandresen@ncdot.gov)**

**Phone: (919)707-2627**



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**54-CA-10172023**

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so shall be sufficient cause to reject your bid.**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP #

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

***Electronic responses ONLY will be accepted for this solicitation.***

**STATE OF NORTH CAROLINA**  
**Department of Transportation**

Refer <u>ALL</u> Inquiries regarding this IFB to: <b>Christian Andresen</b> <a href="mailto:ctandresen@ncdot.gov">ctandresen@ncdot.gov</a> <b>(919)707-2627</b>	<b>Invitation for Bids # 54-CA-10172023</b>
	<b>Bids will be publicly opened: June 14, 2024</b>
<b>Using Agency: NC Department of Transportation</b>	<b>Commodity No. and Description: 461817 – Face and Head Protection (Bicycle Helmets)</b>
<b>Requisition No.: N/A</b>	

**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 shall render bid invalid and it WILL 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: 54-CA-10172023

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

**VALIDITY PERIOD**

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

**BID ACCEPTANCE**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_  
**(Authorized Representative of NC Department of Transportation)**

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## 1.0 PURPOSE AND BACKGROUND

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The intent of this solicitation is to award an Agency Specific Term Contract and to obtain pricing and select a Vendor to provide bicycle helmets to various organizations throughout the State. Under General Statute § 20-171.9, NC Law requires that all children under the age of sixteen (16) must wear a bicycle helmet when biking on any public right of way. Children are sometimes resistant to wearing a helmet. Therefore, a bicycle helmet must be lightweight, attractive, and easy to adjust in order to encourage children to wear them.

To encourage more children to wear helmets, NCDOT's Integrated Mobility Division's annual [Bicycle Helmet Initiative](#) will give free helmets to organizations across the State to distribute to children in need. Applicants are encouraged to partner with a local law enforcement agency, parks and recreation department, schools, churches, or other organization to host bike safety events in an effort to increase the number of children under the age of 18 to wear helmets while riding bicycles. Unfortunately, less than 50% of all children wear a helmet when they ride a bike; this program hopes to change that statistically. The Bike Helmet initiative started in 2007 and works with local communities to promote bicycle safety. In the last five years, the program has provided over 66,000 free bike helmets, including nearly 23,000 helmets provided to over 280 organizations in 2023 alone.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date"). In addition, and with the Vendor's concurrence, 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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### 2.3 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://eprourement.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	May 23, 2024
Submit Written Questions	Vendor	May 30, 2024 @ 5:00 PM ET
Submit Bids	Vendor	June 14, 2024

**Public bid opening for this solicitation will be conducted via conference call. Vendors may use the links below or the call-in number to join the bid opening on June 14, 2024, at 2:00 PM ET.**

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 294 879 375 165

Passcode: YuHSMa

**Dial-in by phone**

[+1 984-204-1487,,117807940#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 117 807 940#

**Join on a video conferencing device**

Tenant key: ncgov@m.webex.com

Video ID: 113 794 133 6

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Contract Award	State	TBD
Contract Effective Date	State	TBD

### 2.5 BID QUESTIONS

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

Written questions shall be e-mailed to [ctandresen@ncdot.gov](mailto:ctandresen@ncdot.gov) by the date and time specified above. Vendors will enter “IFB # 54-CA-10172023 Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

### 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

If applicable to this IFB and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

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

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding on this IFB periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

### 2.7 BID CONTENTS

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

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

- a) 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
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) 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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # 54-CA-10172023 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.

## **2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced below which are incorporated herein by this reference.

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

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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, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

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

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

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting

contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

**3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

**3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

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

- a) Total cost to the State

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

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

## **4.0 REQUIREMENTS**

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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 three (3) year period estimates only and are provided for informational purposes based on the anticipated usage during contract 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.

### **4.3 PRODUCT IDENTIFICATION**

#### **MAKE AND MODEL**

Manufacturer’s name and model/catalog numbers used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

### **4.4 TRANSPORTATION AND IDENTIFICATION**

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

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

**4.5 DELIVERY**

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

**Various locations throughout the state of North Carolina. See Exhibit 1 for delivery locations (city and zip code).**

Vendor should complete delivery within fifteen (15) 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 PACKAGING**

Bicycle helmets must be legibly marked with sizes on the outside of the packages. The Vendor shall be responsible for packaging the helmets to ensure there is no damage during delivery. Each helmet must include basic information and instructions on how to fit the helmet for maximum protection.

**4.7 DESCRIPTIVE LITERATURE**

**DESCRIPTIVE LITERATURE/CERTIFICATION**

Unless offering the Make and Model references, 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 may be a sufficient basis for rejection of the bid at the discretion of the State.

**4.8 WARRANTY**

Manufacturer’s standard warranty shall apply. Vendors shall provide a copy of the manufacturer’s standard warranty within five (5) consecutive calendar days after request from the agency.

**4.9 REFERENCES**

References are not required prior to the bid opening date; however, references may be required at a later time. If so requested, Vendor agrees to furnish at least three (3) references for which your company has provided substantially similar items as those offered in its bid response, using ATTACHMENT E: CUSTOMER REFERENCE FORM. The references must be received within five (5) consecutive calendar days after the request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

The State may contact these users to determine the 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.

**4.10 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 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.

**4.12 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:

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

**4.14 BICYCLE HELMET SAFETY REQUIREMENTS**

All bicycling helmets shall comply with the following codes.

Helmets must meet the minimum required safety standardization certification approval.

16 CFR § 1203.34 - Product certification and labeling by manufacturers (including importers) [16 CFR § 1203.34](#)

Helmets must meet the Code of Federal Regulation 16 CFR 1203. <https://www.law.cornell.edu/cfr/text/16/part-1203>

Helmet straps must comply with Consumer Product Safety Commission (CPSC) <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Bicycle-Helmets> for bicycling.

Vendor shall provide all certifications within five (5) business days after a request from the agency.

## 5.0 PRODUCT SPECIFICATIONS

### 5.1 SPECIFICATIONS

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

Item #	Item Specific Specifications	Product/Service Offered Meets Specification
1	02 (P-23) Supreme Bicycle Helmet or Functional Equivalent <ul style="list-style-type: none"> <li>• Rear Vents</li> <li>• Slide Guides</li> <li>• Unisex Style</li> <li>• Adjustable Straps</li> <li>• Variety of colors and age-appropriate designs</li> <li>• Rear Stabilizer</li> <li>• Size - Small</li> </ul>	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	02 (P-23) Supreme Bicycle Helmet or Functional Equivalent <ul style="list-style-type: none"> <li>• Rear Vents</li> <li>• Slide Guides</li> <li>• Unisex Style</li> <li>• Adjustable Straps</li> <li>• Variety of colors and age-appropriate designs</li> <li>• Rear Stabilizer</li> <li>• Size - Medium</li> </ul>	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	02 (P-23) Supreme Bicycle Helmet or Functional Equivalent <ul style="list-style-type: none"> <li>• Rear Vents</li> <li>• Slide Guides</li> <li>• Unisex Style</li> <li>• Adjustable Straps</li> <li>• Variety of colors and age-appropriate designs</li> <li>• Rear Stabilizer</li> <li>• Size - Large</li> </ul>	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Model #15-G Toddler Bicycle Helmet or Functional Equivalent <ul style="list-style-type: none"> <li>• Rear Vents</li> <li>• Slide Guides</li> <li>• Unisex Style</li> <li>• Adjustable Straps</li> <li>• Rear Stabilizer</li> <li>• Color - Blue</li> </ul>	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Model #15-G Toddler Bicycle Helmet or Functional Equivalent <ul style="list-style-type: none"> <li>• Rear Vents</li> <li>• Slide Guides</li> <li>• Unisex Style</li> <li>• Adjustable Straps</li> </ul>	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<ul style="list-style-type: none"> <li>• Rear Stabilizer</li> <li>• Color - Pink</li> </ul>	
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**5.2 CERTIFICATION AND SAFETY LABELS**

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

**5.3 DEVIATIONS**

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

**6.0 CONTRACT ADMINISTRATION**

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

**6.1 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.

<b>Contract Manager Point of Contact</b>	
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 concerning invoicing, availability, and delivery.

<b>Customer Service Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

**6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet once yearly with the State after shipment is placed. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. Any other meetings may be scheduled as needed at the request of the Vendor or the State.

**6.3 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.

**6.4 ACCEPTANCE OF WORK**

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

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

**6.5 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.**

**6.6 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.

6.7 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.

### **6.7 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for three hundred sixty-five (365) 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.

### **6.8 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.

**\*\*IMPORTANT NOTICE\*\***  
**ATTACHMENTS BEGIN ON THE NEXT PAGE**  
**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
**FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT**

## 7.0 ATTACHMENTS

### ATTACHMENT A: PRICING FORM

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

LINE ITEM	EST. QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	14,400	EA	02 (P-23) Supreme Bicycle Helmet or functional equivalent - <b>Small</b> Make _____ Model _____	\$ _____	\$ _____
2	40,500	EA	02 (P-23) Supreme Bicycle Helmet or functional equivalent - <b>Medium</b> Make _____ Model _____	\$ _____	\$ _____
3	27,000	EA	02 (P-23) Supreme Bicycle Helmet or functional equivalent - <b>Large</b> Make _____ Model _____	\$ _____	\$ _____
4	4,200	EA	Model #15-G Toddler or functional equivalent – Color - <b>Blue</b> Make _____ Model _____	\$ _____	\$ _____
5	4,200	EA	Model #15-G Toddler or functional equivalent – Color - <b>Pink</b> Make _____ Model _____	\$ _____	\$ _____

Total (Items 1-5): \$ \_\_\_\_\_

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE  
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT**

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**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

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

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**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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

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

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link: <https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

**MUST BE COMPLETED AND RETURNED WITH BID RESPONSE**

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

<https://ncadmin.nc.gov/media/15503/open>

**RETURN UPON REQUEST**

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

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

**MUST BE COMPLETED AND RETURNED WITH BID RESPONSE**

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

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

**MUST BE COMPLETED AND RETURNED WITH BID RESPONSE**

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**ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING**

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Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-vendor-price-matching-opportunity-09-2021/download>

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***

**EXHIBIT 1: DELIVERY LOCATIONS IN THE STATE OF NORTH CAROLINA (CITY, ZIP CODE)**

City	Zip Code	City	Zip Code
Albemarle	28001	Jacksonville	28540
Apex	27502		28546
Asheville	28711	Jefferson	28640
	28801	Kannapolis	28081
	28804	Kill Devil Hills	27948
	28806	Kittrell	27544
Banner Elk	28604	Knightdale	27545
Beaufort	28516	LANSING	28643
Black Mountain	28711	Laurinburg	28352
Bladenboro	28320	Lumberton	28358
Boone	28607		28360
Bryson City	28713	Manteo	27954
Burgaw	28425	Marshall	28753
Burlington	27217	Matthews	28104
Buxton	27920	Maysville	28555
Canton	28716	Mebane	27302
Cape Carteret	28584	Mills River	28759
Chapel Hill	27517	Monroe	28112
Charlotte	28203	Mooresville	28115
	28204	Mooresville	28117
	28206	Morganton	28655
	28208	Morven	28119
	28211	Murphy	28906
	28212	Nashville	27856
	28213	New Bern	28560
	28227	Newport	28570
	28277	Newton	28658
Columbus	28722	North Wilkesboro	28659
Concord	28025	Oak Ridge	27310
Cornelius	28031	Ocracoke	27960
Cullowhee	28723	Oxford	27565
Dallas	28034	Pittsboro	27312
Davidson	28036	Plymouth	27962
Dunn	28334	Raleigh	27601
Durham	27701		27610
	27703		27612
	27705		27616
Edenton	27932	Randleman	27317
Elizabeth City	27909	Roanoke Rapids	27870
Elkin	28621	Robersonville	27871
Fayetteville	28304	Rocky Mount	27804
Forest City	28043	Salisbury	28023
Franklin	28734		28144
	28779	Selma	27576
Fuquay Varina	27526	Shawboro	27973
Garner	27529	Shelby	28152
Gates	27937	Smithfield	27577
Goldsboro	27533	Southern Shores	27949-5935
Granite Falls	28630	Sparta	28675
Greensboro	27401	Statesville	28677
	27402	Swan Quarter	27885
	27405	Sylva	28779
	27406	Warrenton	27589
Greenville	27834	Waxhaw	28173
	27835-6028	Wendell	27591
Halifax	27839	West Jefferson	28694
Harrells	28444	Wilkesboro	28697
Harrisburg	28075	Wilmington	28401
Henderson	27536		28402
	27537		28403
Hendersonville,	28792		28451
Hertford	27944	Wilson	27893
Hickory	28602		27896
High Point	27262	Winston Salem	27104
Hillsborough	27278	Winston-Salem	27101
Holly Springs	27540		27103
Hudson	28638	Winterville	28590