

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-1420483920-PTW

Travel Trailers and Recreational Vehicles Disaster Contract

Date Issued: January 10, 2025

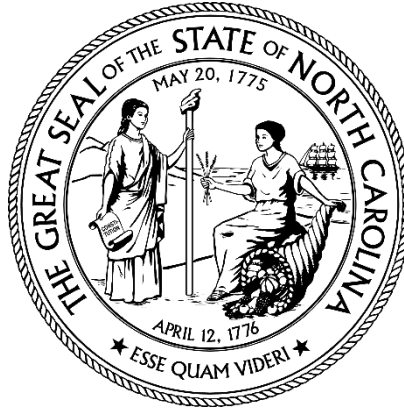
Bid Opening Date: January 30, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Tim Pendergrass

Procurement Specialist III



STATE OF NORTH CAROLINA

Invitation for Bids

19-IFB-1420483920-PTW

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 PUBLIC SAFETY**

Refer <u>ALL</u> Inquiries regarding this IFB to: Tim Pendergrass The procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details:	Invitation for Bids #: 19-IFB-1420483920-PTW
	Bids will be publicly opened: January 30, 2025, at 2:00pm, ET Meeting ID: 266 606 257 256 Passcode: S2vf2od7
Using Agency: NCDPS: NC Emergency Management	Commodity No. and Description: 251019 Specialized and Recreational Vehicles
Requisition No.: RQ170261	

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	

Bid Number: 19-IFB-1420483920-PTW

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:
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Bid Number: 19-IFB-1420483920-PTW

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated
on the attached certification, by _____

(Authorized Representative of North Carolina Department of Public Safety)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety is seeking to establish a disaster contract for the purchase of multiple sizes of Travel Trailers (TTs) and Recreational Vehicles (RVs) for use by NC Emergency Management. The trailers and vehicles requested will be used as temporary sheltering solutions for survivors of natural disasters and other emergencies. No maximum or minimum quantities are guaranteed.

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

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: 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).

Bid Number: 19-IFB-1420483920-PTW

Vendor: _____

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	January 10, 2025
Urged and Cautioned Pre-Bid Conference	Vendor	January 21, 2025, at 11:00am, ET
Submit Written Questions	Vendor	January 22, 2025, by 2:00pm, ET
Provide Responses to Questions	State	January 24, 2025
Submit Bids	Vendor	January 30, 2025, by 2:00pm, ET Microsoft Teams Need help? Join the meeting now Meeting ID: 266 606 257 256 Passcode: S2vf2od7 Dial in by phone +1 984-204-1487,,975896116# United States, Raleigh Find a local number Phone conference ID: 975 896 116# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 118 342 850 0
Contract Award	State	To be determined

2.5 URGED AND CAUTIONED PRE-BID CONFERENCE

Date: January 21, 2025
Time: 11:00 AM Eastern Time
Location: Microsoft TEAMS (use link below)

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 211 660 828 620

Passcode: Fe6t6mJ9

Dial in by phone

[+1 984-204-1487,,560691760#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 560 691 760#

Join on a video conferencing device

Bid Number: 19-IFB-1420483920-PTW

Vendor: _____

Tenant key: ncgov@m.webex.com

Video ID: 119 510 953 5

[More info](#)

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-bid conference to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory pre-bid conference is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the pre-bid conference which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered as a part of this IFB and any resulting contract.

2.6 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 #: 19-IFB-1420483920-PTW – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.

3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

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

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response: 4.6 Authorized Reseller, 5.1 Specifications, 5.3 Deviations (if applicable), 6.1 Contract Manager, Attachment A Pricing Form
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. 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.

-North Carolina Emergency Management: NCEM

-Travel Trailers: TT

-Recreational Vehicles: RV

-Task Work Orders: TWO

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one

requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 ESTIMATED QUANTITIES

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

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.4 TRANSPORTATION AND IDENTIFICATION

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

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

4.5 DELIVERY AND INSTALLATION

Delivery will be FOB destination and/or NCEM identified final installation site. The delivery location and delivery schedule will be specified in the task work order (TWO). All TT/RV shall be delivered in "ready-to-be-used" condition, meaning that the TT/RV has been built to NFPA 1192 and manufacturer's specifications and has been inspected by the Vendor. The Division retains the right to request an additional, independent, third-party pre-delivery inspection by a National Recreation Vehicle Inspectors Association (NRVIA) Level II inspectors or an equivalent inspector. Contractor responsibilities include, but are not limited to, acquiring all necessary transportation permits in accordance with all Federal, State, Tribal entities, and local laws, labor, equipment, and materials to accomplish the transportation of TT/RV from point of origin to the destination, including breakdown and securing of TT/RV and transport to storage.

4.6 AUTHORIZED RESELLER

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

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

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

4.7 WARRANTY

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

4.8 DESCRIPTIVE LITERATURE

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

4.9 HUB PARTICIPATION

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

4.10 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
- ☐ 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

4.14 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

5.0 PRODUCT SPECIFICATIONS

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.

VENDOR'S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
General Specifications		
1	<p>Travel Trailer/Recreational Vehicle Specifications</p> <p>TT/RV Dimension and Length</p> <ul style="list-style-type: none"> • TT/RVs must be, at a minimum, 128 square feet in size but no larger than 400 square feet. TT/RV length shall be measured using the exterior/floor plan measurement. Items that are outside the exterior walls, including the hitch and rear bumper, are not included in this measurement. TT/RVs will be classified into two distinct lengths: • Standard Length: 25 feet – 38 feet. Standard length TT/RVs must have double axles. • Short Length: 20 feet – 24 feet, 11.99 inches. Short-length TT/RVs may have double or single axles. 	<input type="checkbox"/> YES <input type="checkbox"/> NO
Sleeping Areas and Sleeping Capacity		

1	<p>Sleeping Areas</p> <ul style="list-style-type: none"> • Sleeping areas in a TT/RV are defined as a space divided or partitioned from the general living area by a door, a pocket door, an accordion door, or a curtain and designated specifically for sleeping for one or more individuals. • Sleeping areas contain a bed or a bunk that meet the space requirements. • Sleeping areas are not areas that are designed or designated for other activities, such as a kitchen or living room, where the sleeping accommodation has been converted to a sleeper sofa or a convertible dinette. The primary and secondary sleeping area(s) must not be designated by the manufacturer as living or dining space. • In standard-length trailers, a primary sleeping area shall not have a curtain as the wall separating that primary sleeping area from the living/dining/kitchen space. A curtain as a wall is a curtain that has a length that is from one exterior wall to the parallel wall. • A secondary sleeping area may sleep one or more individuals and is composed of a bed, a bunk, or a bunk bed. A secondary sleeping area may have a curtain as a door or a wall. • Bunk beds are acceptable in the secondary sleeping area. 	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	<p>Sleeping Capacity</p> <p>In addition to length, TT/RVs may be classified and ordered based on the number of people who can sleep in the unit. For the purposes of this procurement, TT/RVs are classified as being able to sleep:</p> <ul style="list-style-type: none"> • Two people, • Three to four people; or, • Five or more people (not required for short-length TT/RVs) 	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	<p>Sleeping capacity should be calculated as follows:</p> <ul style="list-style-type: none"> • Main Sleeping Area: The main sleeping area sleeps two people, irrespective of bed size (king, queen, or double) and is usually located at the hitch end of the trailer. • Secondary Sleeping Area: A secondary sleeping area may contain bed, a bunk, or a bunk bed, two double width bunks set one over the other sleeps four people; two single width bunks set one over the other sleeps two people; one single bunk set over one double bunk sleeps three people. • Total number of people to sleep in a TT/RV = Main Sleeping Area (2) + Secondary Sleeping Area 	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	<p>Exterior Construction</p> <ul style="list-style-type: none"> • TT/RVs feature either "Stick and Tin" or "Laminate/Hard-Shell Walls" or both types of exterior walls. NCEM will identify the requirements in the task work order (TWO). NCEM will require the contractor to price each exterior wall type separately. 	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<ul style="list-style-type: none"> • TT/RVs shall be built to one or more of the following terms: "All Season," "Four Season," "Extended Season," or "Arctic Package," unless this requirement is waived in the task work order (TWO) with the statement: "The underbelly does not have to be fully enclosed." • Each TT/RV shall have a spare tire. 	
National Standards and Regulations		
1.	<p>National Standards & Regulations</p> <p>TT/RVs shall meet the applicable edition of the following standards when the TT/RV was manufactured:</p> <ul style="list-style-type: none"> • National Fire Protection Association (NFPA) 1192 Standard on Recreational Vehicles, • American National Standards Institute (ANSI)/Recreation Vehicle Industry Association (RVIA) Standard for Low Voltage Systems, • ANSI TSIC-1 Process Control for Assembly of Wheels on Trailers. • Applicable Federal Motor Vehicle Safety Standards (FMVSS), • National Highway Traffic and Safety Administration (NHTSA) standards and regulations, • All appliances shall be ENERGY STAR certified products as appropriate. • All TT/RVs shall be certified compliant with the Toxic Substances Control Act (TSCA) Title VI requirements for formaldehyde emissions from composite wood products found in RVs. Applicable California Air Resources Board (CARB) regulations can be substituted for TSCA 	<input type="checkbox"/> YES <input type="checkbox"/> NO
Water, Power, and HVAC		
1.	<p>Water, Power, & HVAC</p> <ul style="list-style-type: none"> • Each TT/RV shall be supplied with a water regulator. • Each TT/RV shall come with a complete battery box that are bolted and strapped down to the unit. A new battery and battery straps shall be included. • Shall include two propane tanks and covers no smaller than 40 pounds. • Shall include 50-amp electrical service for units. • Shall contain standard TT/RV air conditioning and heating unit(s). 	<input type="checkbox"/> YES <input type="checkbox"/> NO
Additional Specifications		
1.	<p>TT/RVs shall not include any of the following:</p> <ul style="list-style-type: none"> • Interior steps that transition between one living room area and another or between a living area and a bedroom, • Fireplaces that are fueled by propane (electric fireplaces are acceptable), 	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<ul style="list-style-type: none"> • Interior hydraulic or other motorized features (for example in a toy hauler where the area designed for hauling toys (such as motorcycles) can be converted to usable “living/sleeping area” with a bed that can be lowered from a storage position close to the ceiling by hydraulic or mechanical means), • Be of the following type/class of RV, <ul style="list-style-type: none"> ○ Fifth Wheel (5th Wheel) ○ Toy Haulers ○ Teardrop Trailers ○ Folding Trailers ○ Expandable Travel Trailers ○ Class A, Class B or Class C Motor Homes; or ○ Truck Campers • Shall not be configured like a studio apartment with no interior separation between the living/dining space and the sleeping space. • Shall not have a curtain that acts as the entire wall between the main sleeping area and the living/dining space (Except for “Short Travel Trailers”) 	
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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 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.

5.4 INSTALLATION

NCEM will provide the contractor a task work order (TWO). Installation of the TT/RV will be in accordance with manufacturer specifications, Federal, State, and local laws, rules, or regulations. Contractor shall obtain all needed permits as required.

Contractors shall furnish all appropriate equipment as needed to complete the basic installation tasks for placing a various sized TT/RV on the designated site. The TT/RV will be utilized during winter months where temperatures can drop and remain below freezing for long periods of time. It is the responsibility of the contractor to provide options for providing protection to all external components of the TT/RV from freezing and rendering the unit inoperable. NCEM can reject any/all options until a suitable method is agreed upon.

The major tasks for installation of the TT/RV, but not limited to, are listed below.

1. Establish Utilities as needed

- Repair, replace or modify utilities as needed to install TT/RV on site to include water, sewer and electricity
- Coordinate with utility provider(s) as needed

2. Installation of Unit at Site

- Unit shall be tied down with a minimum of 6 ties, one in each corner and one on each side. Ties shall be straight to ground.
- Level TT/RV by utilizing blocks and shims under the wheels so as to obtain a level plane along the width of the unit. Utilize the tongue jack to level the unit along the length. Upon confirmation of unit being level in all directions, utilize stabilizing jacks to provide final support for long-term stability. Stabilizing jacks are not meant to be used as leveling devices and/or sole source for stability of unit. Solid blocks 4" x 4" x 16" will be utilized when a solid surface is not available.
- Wheels must be properly chocked.

3. Connect Water

- Provide and install unit near closest water supply.
- Check that a shut-off valve with an anti-siphon valve is located adjacent to the unit connecting point and in a convenient location to facilitate the shut-off of water to unit and make supply connection. When necessary, the installation of a frost proof hydrant may be required.
- Water lines shall be composed of suitable material(s) to carry drinking water such as a drinkable water hose.
- Placement of water lines will be above ground whenever possible unless otherwise directed.
- Protect from freezing. All heat tape and/or heated water hoses shall be plugged into main service panel or other subsequent electric box not attached to the TT/RV. Do not plug heat tape or heated water hoses directly to TT/RV.

4. Connect Sewer/Septic

- Flex hose shall not be used and a service line is required, requirements include but may not be limited to:
- Schedule 20 PVC – minimum 3-inch diameter
- Ensure that the connection is made between the connecting point and the riser up to the sewer line.
- Clean-out fittings will be installed in an accessible location to facilitate snaking out a clogged line from the connection point.
- Pipe fittings that attach the sewer connection to the drain outlet are threaded and screwed or installed with a removable adapter for the drain outlet.
- All sewer line continuous slope will meet all Federal, State, and local laws, rules, or regulations.
- All above ground sewer lines will be supported at four-foot intervals (maximum) to prevent any deflections.
- Fittings between the unit sewer line and sewer riser (placed above ground) will comply with all appropriate plumbing, safety, and health codes and requirements.
- Approved 4 x 3-inch adapter and the lower end of the unit sewer line extends at least 4 inches below the rim of the riser with an airtight connection provided using a rubber ring.
- Approved and appropriate rigid PVC sewer pipe utilizing proper primer and cement.
- The line will be the shortest practical length and will include a clean-out "Y" allowing cleaning and/or clearing of the line.
- Units with multiple sewer-drop points must interconnect to a single unit drop point.

5. Connect Electric

- Connections should use manufacturer's provided access ports. Connections use the manufacturer's pigtail if available. See individual unit specifications for detailed requirements.
- Above ground electrical service from the panel box to the disconnect box or panel for all units.
- All components will be installed in accordance with National Electric Code.
- All conduit connections will be watertight.
- All service entrance cables will comply with State, local, or electrical provider codes and specifications.
- When required, a disconnect box will be weatherproof and includes the appropriate breaker; will be mounted on either a non- congregant power pole or treated dimensional lumber post (6x6 inch) OR LOCAL ENERGY PROVIDERS SPECIFICATIONS and will be a minimum of 18 inches above ground level. This also includes intermediate, and sub disconnect poles as well. Include appropriate 30-amp or 50-amp RV style receptacle per the work order.

5.5 MAINTENANCE

The contractor shall be responsible for temporary interior and exterior maintenance (Preventative Maintenance, Routine Repairs, Major Repairs and/or Emergency Repairs of the TT/RV including but not limited to:

- Plumbing Systems, Both Potable and waste disposal
- Electrical Systems and Lighting
- HVAC
- Replacement of Components with Wear Life
- Access/Egress Systems Components and Windows
- Appliances
- Interior Components
- Exterior Components
- Re-leveling and/or re-blocking
- Steps, Porches and Ramps
- Refilling of propane cylinders as needed
- Fire extinguisher and smoke, propane, and carbon monoxide detectors
- The contractor shall be responsible for providing information on how to request a repair, including emergency repairs.

5.6 CERTIFICATE OF TITLE

The Vendor shall provide NCEM with the original Certificate of Title and a digital copy of the Certificate of Title for each trailer purchased. The original Certificate of Title should be mailed to the following address:

NC Emergency Management-JFHQ

1636 Gold Star Drive

Raleigh, NC. 27607

5.7 NCEM RESPONSIBILITIES

North Carolina Emergency Management will be responsible for:

- Issuing Task Work Orders (TWOs) identifying the type, specifications, and quantity of TT/RVs to purchase on an ongoing basis (i.e., the Division does not intend to lease/purchase all units at one time).
- Identifying delivery/storage locations.

5.8 VENDOR RESPONSIBILITIES

Vendors will be responsible for:

- Initial site visit to determine feasibility of TT/RV setup to include assessment of power, water and sewer infrastructure and any needed repairs
- Acquiring TT/RVs as requested by the Division per the specifications in this Scope of Work.
- Ensuring that TT/RVs are properly titled to the State of North Carolina.
- Delivering TT/RVs to destinations identified by the Division. Delivery will be a Freight-On-Board (FOB) staging destination and/or NCEM identified final installation site.
- The Vendor shall only provide NCEM with a New TT/RV for which the Vendor or Vendor's sub-contractor currently owns or has an agreement with an RV manufacturer or dealer. The Vendor shall notify the Division of any change in status of the Vendor's ability to provide TT/RVs.
- Installation of TT/RV as described below
- Maintenance as required

5.9 OPTIONAL ADDITIONAL RESPONSIBILITIES

- Licensing in processing and agreements with homeowners
- Household communication and coordination of household selection
- Review and processing requests for offsite and/or commercial site placement

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER

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:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically as requested with the State for Project Review meetings. 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.

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 WEEKLY STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning site visit status, unit acquisition status, delivery date and status, installation status, open maintenance items, and planned demobilization date. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically in the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within fourteen (14) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for three hundred sixty-five (350) 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.

6.10 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.

6.11 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>

The remainder of this page is intentionally left blank

ATTACHMENT A: PRICING FORM

Item #	Description	Exterior Walls	EXTENDED PRICE PER UNIT
1	Standard Length (25ft to 38ft) Travel Trailer per Section 5.1 Manufacturer: _____ Model #: _____	Stick and Tin	\$ _____
2	Standard Length (25ft to 38ft) Travel Trailer per Section 5.1 Manufacturer: _____ Model #: _____	Laminate/Hard-Shell	\$ _____
3	Short Length (20ft to 24ft) Travel Trailer per Section 5.1 Manufacturer: _____ Model #: _____	Stick and Tin	\$ _____
4	Short Length (20ft to 24ft) Travel Trailer per Section 5.1 Manufacturer: _____ Model #: _____	Laminate/Hard-Shell	\$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

The remainder of this page is intentionally left blank.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ Yes ☐ No

If **yes**, provide Vendor #: _____

If **no**, does Vendor qualify for certification as HUB? ☐ Yes ☐ No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For Goods procurements, are you using Tier 2 suppliers? ☐ Yes ☐ No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE FORM

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES ☐ NO ☐

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date