



**Raleigh**

## **Invitation to Bid (ITB)**

**#274-2026-24-KD**

**Title: Freightliner and Western Star Parts**

Notice is hereby given that the City of Raleigh, North Carolina, is seeking sealed bids for **Freightliner and Western Star Parts**. A contract will be awarded for a term of one year with renewal options for up to four (4) additional twelve (12) month terms, subject to contract performance and annual appropriation by the Raleigh City Council.

**BIDS WILL BE ACCEPTED UNTIL 2:00 PM EDT, Wednesday, May 20, 2026.**

Bids should be addressed to:

City of Raleigh

Finance Dept - Procurement Division

Attn: Kasandra Davis – Procurement

Supervisor

Hand-Deliver to: 222 W. Hargett Street, 5<sup>th</sup> Floor, Ste. 502, Raleigh, NC 27601

or

Mail to: PO Box 590, Raleigh, NC 27602-0590

**PUBLIC BID OPENING WILL BE HELD AT THE RALEIGH MUNICIPAL BUILDING, 222 W. Hargett Street, RM 503, Raleigh, North Carolina, at 2:30 PM EDT on Wednesday, May 20, 2026.**

The responsibility for submitting a response to this ITB at the City of Raleigh, Procurement Division on or before the stipulated time and date will be solely and strictly the responsibility of the bidder. Any proposals received after stipulated time and date will not be accepted, nor opened, and will be returned. The time stamp located in the Procurement Division shall be the official time of receipt.

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**1 CITY OF RALEIGH INSTRUCTIONS TO BIDDERS**

Carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein.

**1.1 PURPOSE:**

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply the City of Raleigh with apparatus, supplies, materials, and equipment, and /or services listed above. All bids and contracts are governed by City policy and /or by Section 143-129 of the North Carolina General Statutes.

**1.2 BID CONTACT:**

Any and all questions, concerns, or requests for additional information shall be directed to the City of Raleigh, Procurement Division to the attention of the Bid Agent as indicated below:

Bid Agent: Kasandra Davis  
 Procurement Supervisor  
 Email: Kasandra.davis@raleighnc.gov

**1.3 BID SCHEDULE:**

Listed below are the dates and times by which stated actions must be taken or completed. The City may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are in Eastern Time (ET), observing the current standard or daylight time as applicable.

Action	Time	Date
Bid issued	NA	April 20, 2026
Questions due before Pre-Bid Conference	2:00 p.m.	April 22, 2026
Pre-Bid Conference	12:30 p.m.	April 29, 2026
Deadline for Questions Post Pre-Bid Conference	2:00 p.m.	May 4, 2026
Bids Due	2:00 p.m.	May 20, 2026
Anticipated Award		June 30, 2026

**1.4 PRE-BID CONFERENCE:**

A pre-bid conference will be held for this solicitation. The conference will take place on **April 29, 2026, at 12:30 p.m.** at the City of Raleigh Municipal Building, 222 Hargett Street, room 303, Raleigh, NC 27601. Attendance at the pre-bid meeting is **not mandatory** for submitting a bid; however, it is highly encouraged.

Questions or information needed for clarification may be emailed prior to the pre-bid meeting to the Bid Agent as indicated in Section 1.2 or presented in writing at the pre-bid meeting. All items of concern will be discussed at the pre-bid meeting. Any changes to the specifications will be made in the form of an addendum and posted to the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/>

**1.5 BIDDER QUESTIONS:**

The City is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the City’s requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the City clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification and technical questions to this bid must be received by the City not later than the date shown above in Section 1.3, entitled “Bid Schedule”, for the submittal of written inquiries. The Bidders’ failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders’ acceptance of all City’s requirements and terms and conditions. The City shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the North Carolina electronic Vendor Portal (eVP)

website: <https://evp.nc.gov/>

**1.6 ADDENDUM:**

Bidders are solely responsible for making sure that any and all addenda have been received prior to submission of their bid. All addenda to this bid issued by the City shall be posted to the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/>.

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## 2 BID SUBMISSION REQUIREMENTS

### 2.1 HOW TO PREPARE BID:

Bidders are encouraged to review all provisions and attachments of this document carefully prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- 2.1.1 BID FORM:** Submit all prices and offers on the **BID FORM(s)** provided herein. All bids must be submitted and signed by the supplier or their authorized representative, with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- 2.1.2 SIGNATURE:** All bids must be signed by an authorized official of the company on the Bidders Signature Page. A bid may be rejected if it shows omissions, alterations of form, or additions not called for, a conditional bid, or any irregularities.
- 2.1.3 TAXES:** Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the City. The City is required to pay sales tax. The City is exempt from Federal Excise Tax and has a Federal Tax number.
- 2.1.4 NON-DISCRIMINATION:** The **NON-DISCRIMINATION ASSURANCES** form included in the bid package is a condition of the bid and must be completed and signed by the bidder.
- 2.1.5 MWBE POLICY:** The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact the MWBE Program Manager, PO BOX 590 Raleigh, NC 27602, [mwbe@raleighnc.gov](mailto:mwbe@raleighnc.gov), or 919-996-4330.
- 2.1.6 SUSTAINABILITY:** In accordance with the City of Raleigh 2007-2009 City Council Mission Statement, the City recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The City recognizes that the types of products and services the City buys have inherent social, human health, environmental and economic impacts, and asks that all Suppliers and bidders providing and proposing products and services to the City, be mindful of the City's Sustainability Policy and provide and propose products and services that embody the City's commitment to sustainability whenever possible.
- 2.1.7 IRAN DIVESTMENT:**  
Bidder certifies that it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 2.1.8 COMPANIES THAT BOYCOTT ISRAEL:**  
The bidder certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

### 2.2 HOW TO SUBMIT BID:

- 2.2.1** SUBMIT SEALED BIDS ON THE BID FORM PROVIDED HEREIN.
- 2.2.2** Provide (2) complete sets of your bid on the BID FORM PROVIDED HEREIN in hard copy paper format on 8-1/2" x 11" size paper, only bound with a single staple in the upper left corner or with a single removable clip—no 3-ring binders, and must be **SEALED** in an envelope.

**All Formal Bids must be sealed in an envelope that is clearly labeled with the bid number, the date and time of opening, the bidder's legal company name, and the complete mailing address for proper identification.**

**Additionally, an electronic version of the bid MUST be provided on a USB to include items, unit price and extended price. NO EMAIL OR FAX BIDS WILL BE ACCEPTED.**

- 2.2.3** All bids must be mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Manager or Bid

Agent on or before the time and the date specified on the Bid Form. **Bids not received by the time and date specified on the Bid Form will not be opened or considered**, unless the delay is a result of the negligence of the City of Raleigh, its agents, or assigns.

**Mailing Address:**  
**City of Raleigh**  
**Bid# 274-2026-24-KD**  
**Procurement Division**  
**PO Box 590**  
**Raleigh, NC 27602-0590**

**Delivery Address:**  
**City of Raleigh**  
**Bid# 274-2026-24-KD**  
**Procurement Division**  
**222 W. Hargett St., Room 502**  
**Raleigh, NC 27601**

**Electronic responses** will not be accepted for this solicitation.

### **2.3 BID OPENING:**

- 2.3.1** A public bid opening will be held at **222 W. Hargett Street, room 503, Raleigh, NC 27601, on May 20, 2026, at 2:30 p.m.** No official award will be made at the Bid Opening. All bidders are welcome to attend the bid opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- 2.3.2** Bidders may not review or request copies of bids at the Bid Opening. A time must be scheduled to meet with the Procurement Manager and/or Bid Agent for this purpose.
- 2.3.3** Bids will be examined by the Procurement Manager and/or Bid Agent and the using department officials promptly after the opening, and an award will be made at the earliest possible date. **No bids may be withdrawn after bid opening.**

### **2.4 AWARD OF BID:**

- 2.4.1** Basis of Award: The City intends to make multiple awards under this solicitation. Awards may be made by manufacturer group (e.g., Freightliner and Western Star) to the lowest responsive, responsible bidder(s).

Award(s) shall be made to the lowest responsive, responsible bidder(s) for each manufacturer group, based on the highest percentage discount offered from a verifiable, published manufacturer or distributor catalog or price list. The offered discount shall represent the lowest evaluated cost to the City.

The City reserves the right to verify catalog pricing and to determine the lowest evaluated cost in the event of differences in catalog pricing or structure.

The City reserves the right to award to one or more bidders per manufacturer group if determined to be in the best interest of the City.

- 2.4.2** Standard of Bid Award Acceptance: The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the City of Raleigh. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.
- 2.4.3** Bid Prices: All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight and fuel surcharges, and be delivered FOB destination, freight prepaid and allowed to the location provided on the City Purchase Order. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation. Bidders must submit product literature and manufacturer's specifications with their bid proposal. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.
- 2.4.4** Order of Precedence: In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid; 2) the Minimum Specifications section specific to the Bid, 3) the City of Raleigh Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.
- 2.4.5** Payment Terms: **Payment terms of Net 30 days** from the date of receipt of invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments but will not be a consideration for award. All invoices are to be emailed to [accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov), or delivered to City of Raleigh, Accounts Payable Division, PO Box 590, Raleigh, NC 27602-0590.
- 2.4.6** Bid Award Approval: The City Manager has delegated authority from the City Council to award bids for supplies, equipment, and apparatus greater than \$90,000. Bids will be approved and awarded by the City Manager upon the recommendation by the Procurement Manager.

### **2.5 SOLICITATION CLARIFICATION:**

It is not the intent of these bid specifications to exclude or limit competition or to favor any particular supplier or product.

Bidders are responsible for reviewing the solicitation documents in their entirety and ensuring a full understanding of all requirements prior to submission of a bid. The City may, at its discretion, issue clarifications or revisions to the solicitation through formal addenda. Only information provided through official solicitation documents and any issued addenda shall be considered binding. Information obtained from any other source shall not be considered official or relied upon in the preparation of a bid.

**2.6 ERRORS IN BIDS:**

Bidders or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

**2.7 ALTERNATE BIDS:**

DO NOT submit alternate bids unless called for on the bid proposal form. Alternate bids are those that are not identical by manufacturer and model to what is specified or has substantially different specifications. When alternate bids are requested, the bidder must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications. Bidders may submit multiple bids on various manufacturers' brands/models meeting specifications if no specific manufacturer/model has been specified.

**2.8 BID OPTIONS:**

The City reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items. At the discretion of the City, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

**2.9 QUANTITIES:**

The City of Raleigh reserves the right to adjust quantities as needed, and to add additional items and/or products as needed, as determined to be in the best interest of the City. The quantities stated herein, for term or multi-year contracts are estimated, and may change to be more or less over the term of the contract.

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### 3 CONTRACT TERMS AND CONDITIONS

#### 3.1 CONTRACT TERM AND RENEWAL

The initial contract term shall be for a period of one (1) year from the date of contract execution, with the option to renew for up to four (4) additional one-year terms, for a maximum total contract period of five (5) years. Renewal shall be contingent upon satisfactory performance, mutual agreement, and availability of funds. The City reserves the right to renegotiate pricing at each renewal period. The Contractor's pricing shall remain firm for the duration of each contract year unless a catalog price list change is published by the manufacturer, in which case the awarded discount percentage shall remain constant and be applied to the updated catalog.

#### 3.2 PRICE ADJUSTMENTS:

**For Bids with fixed price contract periods**, it is the City's intent to contract at a fixed price for a period of one (1) year, with an option to extend the contract for four (4) additional one (1) year periods. The price proposed by the Bidder is to remain fixed for the first 1-year (12-month) period of the contract.

Any requested price increase must be fully documented and submitted to the Bid Agent or the Procurement Manager at least sixty (60) days prior to the bid contract expiration date. Any approved price adjustment (increase or decrease) will then become effective beginning the next term period.

The City reserves the right to accept or to refuse any documented price adjustment submitted by the Supplier/contractor for any reason as determined to be in the best interest of the City. In the event the City does not accept the proposed price adjustment for the extended term, the Bid contract will not be renewed, and the City will rebid the product or item(s). Any Bid contract extension is subject to the continuation of need and usage by the City and the appropriation of funds.

#### 3.3 TERMINATION OF CONTRACT RESULTING FROM THIS ITB:

The City of Raleigh reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Supplier to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the City will provide written notice to the Supplier, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

- 3.3.1 The Supplier provides product that does not meet reasonable quality standards and is not remedied in a timely manner.
- 3.3.2 The Supplier fails to ship the products or provide the delivery within a reasonable amount of time;
- 3.3.3 The City has reason to believe the Supplier will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Supplier fails to respond.
- 3.3.4 The Supplier fails to observe any of the material terms and conditions of the Contract.
- 3.3.5 The Supplier fails to follow the established procedure for ordering and invoicing as established by the City and the Supplier in the Contract.
- 3.3.6 The Supplier fails to report quarterly sales;
- 3.3.7 Upon receipt of the written notice of concern, the Supplier shall have ten (10) business days to provide a satisfactory response to the City. Failure on the part of the Supplier to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within thirty (30) days, contract will be terminated.
- 3.3.8 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the City. The City reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Supplier is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.
- 3.3.9 The City reserves the right to cancel or suspend the use of any Contract resulting from this ITB if the Supplier files for bankruptcy protection or is acquired by an independent third party. Awarded Supplier will be responsible for disclosing to the City any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.
- 3.3.10 The City may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.
- 3.3.11 Events of Automatic Termination to include, but not limited to:
  - 3.3.11.1 Supplier's failure to remedy a material breach of a Contract resulting from this ITB within thirty (30) days of receipt of notice from the City specifying in reasonable detail the nature of such breach; and/or,

3.3.11.2 Receipt of written information from any authorized agency finding activities of the Supplier engaged in pursuant to a Contract resulting from this ITB to be in violation of the law.

**3.4 CONTRACT EXTENSIONS:**

The City reserves the right to extend all bid contracts for up to four (4) additional one (1) year periods from the date of the award of the original bid, if agreed upon in writing by the contracted Supplier. The contract extension(s) may be for additional quantities or for an additional time period as agreed.

**3.5 TRADE SECRETS:**

This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE." The City shall make a good faith effort to protect such confidential information.

**3.6 TERMS AND CONDITIONS:**

Acceptance of the City's Purchase Order includes acceptance of all applicable Terms and Conditions. The City's Purchase Order Terms & Conditions are provided below for your information.

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**4 SPECIFICATIONS AND REQUIREMENTS**

**4.1 PURPOSE**

The purpose of this solicitation is to establish one or more contracts for the purchase of Original Equipment Manufacturer (OEM) and aftermarket replacement parts for Freightliner and Western Star vehicles owned and operated by the City. The contract(s) shall be based on a percentage discount from a verifiable manufacturer or distributor catalog or published price list.

This Invitation to Bid is issued pursuant to North Carolina General Statutes §143-129, as applicable. All terms and conditions of this ITB are subject to applicable provisions of North Carolina law.

**4.2 SCOPE OF WORK**

The Contractor shall provide all labor, materials, equipment, and transportation necessary to supply replacement parts for the City’s fleet of Freightliner and Western Star vehicles. Parts shall include, but are not limited to, engine components, braking systems, electrical systems, lighting, filters, suspension, transmission, and associated accessories.

The City reserves the right to purchase parts from any awarded Contractor on an as-needed, non-exclusive basis. Award of a contract does not guarantee any minimum purchase volume.

**4.3 MULTI-AWARD INTENT**

The City intends to establish one or more contracts for the purchase of Freightliner and Western Star parts. Separate awards may be made by manufacturer group.

The City may award to one or more vendors per manufacturer group based on the evaluation criteria identified in Section 2.4. Contracts resulting from this ITB will be non-exclusive. The City reserves the right to procure parts from any awarded Contractor based on availability, delivery, and lowest total cost at the time of purchase.

Award of a contract does not guarantee any minimum purchase volume.

**4.4 FLEET INVENTORY (REFERENCE ONLY)**

The City’s current fleet includes, but is not limited to, the following units:

Year	Make	Model	Quantity
2023	Freightliner	EconicSD	9
2024	Freightliner	EconicSD	22
2025	Freightliner	EconicSD	1
2016	Freightliner	108SD CC	1
2017	Freightliner	108SD RC	2
2019	Freightliner	108SD RC	1
2019	Freightliner	108SD RC 4x4	1
2015	Freightliner	114SD	1
2017	Freightliner	114SD	5
2018	Freightliner	114SD	4
2019	Freightliner	114SD	6
2020	Freightliner	114SD	12
2021	Freightliner	114SD	7
2022	Freightliner	114SD	6
2024	Freightliner	114SD	1
2026	Freightliner	114SD	1

2017	Freightliner	CA113DC	1
2004	Freightliner	M2	1
2006	Freightliner	M2	1
2006	Freightliner	M2106	1
2010	Freightliner	M2106	6
2011	Freightliner	M2106	7
2012	Freightliner	M2106	2
2015	Freightliner	M2106	1
2016	Freightliner	M2106	8
2017	Freightliner	M2106	6
2018	Freightliner	M2106	10
2019	Freightliner	M2106	5
2020	Freightliner	M2106	3
2021	Freightliner	M2106	4
2022	Freightliner	M2106	2
2023	Freightliner	M2106	1
2024	Freightliner	M2106	5
2025	Freightliner	M2106	2
2010	Freightliner	M2112	4
2011	Freightliner	M2112	1
2024	Freightliner	MT50E CH	1
		<b>Total Freightliner</b>	<b>152</b>
2021	Western Star	47X	1
2024	Western Star	47X	1
2025	Western Star	47X	5
		<b>Total Western Star</b>	<b>7</b>

*This inventory is provided for informational purposes only and does not constitute a guarantee of quantities, future usage, or minimum purchase obligations.*

**4.5 PRICING REQUIREMENTS**

Pricing shall be based on a percentage discount applied to a verifiable, published manufacturer or distributor catalog or price list. Bidders shall clearly identify the catalog or price list upon which their discount is based.

- 4.5.1 All pricing shall be FOB Destination, Freight Prepaid and Allowed.
- 4.5.2 Standard delivery costs must be included in the discount; no separate freight charges shall be assessed for routine orders.
- 4.5.3 The discount percentage shall remain firm for the duration of each contract year.
- 4.5.4 Bidders shall submit pricing on the Bid Form.

Catalogs or pricing lists used for bidding purposes must be commercially available and shall not be created or modified specifically for this solicitation. The City reserves the right to request copies of such catalogs or price lists at any time to verify pricing during the contract term. Failure to provide verifiable documentation may result in rejection of the bid or termination of the contract. In the event of a manufacturer's catalog price increase, the Contractor shall provide written notice and

documentation of the increase at least sixty (60) calendar days prior to the effective date.

#### **4.6 EVALUATION AND AWARD CRITERIA**

This is a lowest responsible bidder procurement. Award(s) shall be made based on the bidder(s) offering the highest discount percentage from a verifiable catalog or price list, representing the lowest evaluated cost to the City, and shall be considered the lowest responsible bidder for each brand group.

#### **4.7 RESPONSIBILITY DETERMINATION:**

The City shall evaluate bidder responsibility based on the bidder's demonstrated capability, past performance, and ability to meet the requirements of this ITB. The City reserves the right to request references or other documentation to verify responsibility.

#### **4.8 MANUFACTURER AUTHORIZATION**

Vendors shall list all manufacturers, authorized product lines, and/or distributor relationships included in the discount offered on the Bid Form. The City reserves the right to request proof of authorization, distribution rights, or supplier relationships at any time during the contract period.

#### **4.9 DELIVERY REQUIREMENTS**

The Contractor shall provide delivery within the timeframe specified in their bid response. Performance expectations include:

4.9.1 Same-Day Delivery: For in-stock parts ordered before the vendor's cutoff time

4.9.2 2-3 Calendar Day Delivery: For non-stock or warehouse-supplied parts

4.9.3 Emergency Orders: Vendor shall make reasonable efforts to support urgent operational needs

Expedited or emergency delivery options may be provided, but will not be evaluated as part of the award determination. Failure to meet delivery expectations may be considered in performance evaluations and future contract renewal decisions.

Delivery performance will be monitored throughout the contract term. Repeated failure to meet stated delivery requirements may be considered a material breach and may result in corrective action, non-renewal, or termination of the contract.

#### **4.10 QUALITY REQUIREMENTS**

All parts shall be new, unused, and meet OEM specifications or approved equivalent standards. Used, remanufactured, or refurbished parts shall not be accepted unless explicitly approved in writing by the City in advance.

For purposes of this ITB, "approved equivalent" means parts that meet or exceed the OEM specifications for form, fit, and function, and are manufactured by a recognized aftermarket supplier. The City shall determine equivalency based on the documentation provided by the Contractor demonstrating that the product meets or exceeds OEM specifications for form, fit, and function.

#### **4.11 ORDERING PROCESS**

The City will place orders on an as-needed basis via purchase order. The Contractor shall provide itemized quotes upon request reflecting the awarded discount applied to the current verifiable catalog or price list. The City reserves the right to procure from the awarded vendor offering the lowest total cost at the time of purchase.

This contract is non-exclusive. The City does not guarantee any minimum purchase amount. The City reserves the right to purchase from other sources when it is determined to be in the City's best interest, including but not limited to purchases through State term contracts, cooperative purchasing agreements, or other awarded vendors under this ITB.

#### **4.12 WARRANTY**

All parts shall include standard manufacturer warranties. The Contractor shall assist with warranty claims and replacements as needed. Defective parts shall be replaced at no additional cost to the City within a timeframe mutually agreed upon at the time of the claim.

#### **4.13 MINIMUM STOCK AND AVAILABILITY REQUIREMENTS**

The Contractor shall maintain inventory levels and distribution capabilities sufficient to meet the delivery

requirements specified in Section 4.9. Failure to consistently meet delivery requirements may be considered a performance issue and may impact contract renewal or result in termination.

**4.14 RIGHT TO AUDIT**

The City reserves the right to audit pricing, catalogs, and invoices to ensure compliance with the awarded discount at any time during the contract term and for a period of three (3) years following contract expiration. The Contractor shall maintain records sufficient to demonstrate compliance and shall make such records available within ten (10) business days of the City's written request.

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**ATTACHMENT A - BID RESPONSE FORM**

**Bid No.:** 274-2026-24-KD  
**Bid Title:** Freightliner and Western Star Parts

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids are invited and, subject to the conditions herein, will be received by the City of Raleigh Procurement Division. The sealed bids will be publicly opened for furnishing the apparatus, supplies, materials, equipment, and/or repair work and services as described herein.

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned Supplier offers and agrees, if this bid be accepted, 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 Supplier certifies that this bid is submitted competitively and without collusion. Furthermore, by executing this bid, the undersigned certifies to the best of Supplier’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.

**Failure to execute/sign bid prior to submittal shall render the bid invalid, and it WILL BE DEEMED NON- RESPONSIVE and WILL BE REJECTED. Late bids cannot be accepted.**

SUPPLIER NAME:		
STREET ADDRESS:		
CITY & STATE:	STATE:	ZIP CODE:
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF SUPPLIER:		
SUPPLIER’S AUTHORIZED SIGNATURE:		DATE:
CONTACT NAME (if different from above):		
EMAIL ADDRESS:	TELEPHONE NUMBER:	

**OFFER VALID FOR AT LEAST 120 DAYS FROM DATE OF BID**

**OPENING ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the City of Raleigh, this document and all provisions of this Invitation to Bid along with the Supplier’s bid response shall then constitute the written agreement between the parties.

**ATTACHMENT B - BID FORM**

**Freightliner and Western Star Parts**

Bid Request No: 274-2026-24-KD

<b>Vendor/Company Name:</b>	
<b>Address:</b>	
<b>Contact Person:</b>	
<b>Phone / Email:</b>	
<b>Date:</b>	

INSTRUCTIONS TO BIDDERS: Do not include taxes in your bid pricing. Any and all taxes imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price. Failure to comply with these conditions will be considered grounds for rejection.

GROUP A: FREIGHTLINER PARTS			
Item #	Description	Authorized Manufacturers / Product Lines	Discount (%)
1	<b>Freightliner Parts - All Categories, All Models (Discount from verifiable catalog/price list)</b>		
2	<b>Catalog / Price List Referenced.</b>  (Provide the exact name, publisher, and edition/date of the catalog your discount is based on. Example: "Freightliner Parts Pro Catalog, Daimler Truck NA, March 2026 Edition")		

GROUP B: WESTERN STAR PARTS			
Item #	Description	Authorized Manufacturers / Product Lines	Discount (%)
1	<b>Western Star Parts - All Categories, All Models (Discount from verifiable catalog/price list)</b>		
2	<b>Catalog / Price List Referenced.</b>  (Provide the exact name, publisher, and edition/date of the catalog your discount is based on. Example: "Freightliner Parts Pro Catalog, Daimler Truck NA, March 2026 Edition")		

DELIVERY REQUIREMENTS			
Item #	Specification	Meets/Exceeds (Yes/No)	Exception
1	<b>Same-Day Delivery</b> for in-stock parts ordered before the vendor's cutoff time		
2	<b>2-3 Calendar Day Delivery</b> for non-stock or warehouse-supplied parts		
3	<b>Emergency Orders:</b> Vendor shall make reasonable efforts to support urgent operational needs (Non-Evaluated)		

**FOB / FREIGHT TERMS**

All pricing shall be FOB Destination, Prepaid, and Allowed. Standard delivery costs must be included in the discount. No separate freight charges for routine orders.

**BIDDER CERTIFICATION**

By signing below, the undersigned certifies that: (1) this bid is made without collusion; (2) the bidder has not been debarred or suspended from doing business with any governmental entity; (3) the bidder complies with E-Verify (N.C.G.S. §143-129(j)); and (4) the bidder is not listed on the Iran Divestment List (N.C.G.S. §147-86.55 et seq.).

**Authorized Signature:** \_\_\_\_\_

**Printed Name / Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EMAIL AND FAX COPIES OF BIDS ARE NOT ACCEPTABLE  
POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

**ATTACHMENT C- CITY OF RALEIGH  
NON-DISCRIMINATION ASSURANCES**

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

SIGNATURE: \_\_\_\_\_  
(President/Authorized Officer)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### ATTACHMENT D - REFERENCES

Provide at least three (3) references, other than the City of Raleigh, for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. References shall be checked during the evaluation period to determine that the goods provided are substantially similar to those bid herein and that the supplier's performance has been satisfactory. Information obtained will be considered in evaluation of the bids. Bidders are cautioned to provide accurate information. Misleading information presented in the references may result in a rejection of the proposal.

1. **Agency or Company Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Contact Telephone Number** \_\_\_\_\_  
**Contact E-Mail Address** \_\_\_\_\_

2. **Agency or Company Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Contact Telephone Number** \_\_\_\_\_  
**Contact E-Mail Address** \_\_\_\_\_

3. **Agency or Company Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Contact Telephone Number** \_\_\_\_\_  
**Contact E-Mail Address** \_\_\_\_\_

## CITY OF RALEIGH PURCHASE ORDER TERMS & CONDITIONS

### Supplier quotes or proposals are referenced for scope only.

City of Raleigh Purchase Order Terms & Conditions exclusively governs this purchase.

1. All invoices are to be sent by email to: [accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov) or mail or deliver all invoices to the **City of Raleigh, Accounts Payable, PO Box 590, Raleigh NC 27602-0590.**
2. **Important: All invoices must include a unique invoice number and this Purchase Order number.** Invoices submitted without the unique invoice number or without the correct purchase order number will result in delayed payment.
3. Invoices for partial deliveries must be indicated as such.
4. The Supplier must provide separate invoices for each Purchase Order number.
5. **The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes.** These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.
6. The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
7. Payment term discounts will be deducted as provided for on the front of this Purchase Order or in accordance with the terms of your official quotation or bid. **Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods whichever is later.**
8. **Important: All packages must bear the correct Purchase Order number on the outside of each package or shipping container.**
9. The City of Raleigh will not be responsible for any goods delivered without a Purchase Order having been issued.
10. The conditions of this order cannot be modified except by written amendment in the form of a "Corrected Purchase Order" which has been approved by the City of Raleigh's Purchasing Manager.
11. Any rejected materials will be returned to the Supplier at the Supplier's risk and expense.
12. In the event of a Supplier's failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Supplier agrees that the City may return part or all of any shipment and may charge the Supplier with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
13. In case of default of the contractor, the City may procure the articles or services from other sources and charge the Supplier damages for any excess costs or other damages caused by the default.
14. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the Supplier shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
15. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the purchase order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the Supplier is to prepay the shipping charges and add them to the invoice.
16. The risk of loss and damage to the goods which are the subject of this order shall be the Supplier's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
17. The Supplier acknowledges that it is the policy of the City of Raleigh to avoid commercial promotion of products used by the City or the Suppliers of such products. The Supplier accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon the City's purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by City officers or employees.
18. The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. **Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.**
19. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
20. Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to the City

by the Supplier are subject to the public records laws of the State of North Carolina and it is the responsibility of the Supplier to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Supplier understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.

21. **Non-discrimination** – To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Purchase Order.
22. **Insurance** – If performing services under this Purchase Order the Supplier agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by Supplier is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Supplier under this Purchase Order:
  - a. **Workers’ Compensation Insurance** - Supplier agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
  - b. **Commercial General Liability** - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - c. **Commercial Automobile Liability** - Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Supplier does not own automobiles, Supplier agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a COR site.
  - d. **Additional Insured** - Supplier agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Raleigh as its interest may appear’.
  - e. **Umbrella or Excess Liability** - Supplier may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Supplier agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.
  - f. **Professional Liability** - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City. The City reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Supplier’s insurer. If Supplier receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Supplier agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The certificate holder address should read:

City of Raleigh  
 Post Office Box 590  
 Raleigh, NC 27602

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

23. **Indemnity** – To the fullest extent permitted by law, except to the extent caused by the sole negligence or willful

misconduct of the City, the Supplier shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Purchase Order, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Supplier in the performance of this Purchase Order. This representation and warranty shall survive the termination or expiration of this Purchase Order. The Supplier shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Purchase Order.

24. **Intellectual Property** - All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Purchase Order shall be the property of the City. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Supplier's performance of services under this Purchase Order shall vest in the City. Works of authorship and contributions to works of authorship created by the Supplier's performance of services under this Purchase Order are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.
25. **Force Majeure** - Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Purchase Order, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Purchase Order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Purchase Order by this provision.
26. **Cancellation** - The City may terminate this Purchase Order at any time by providing written notice to the Supplier. Supplier shall cease performance immediately upon receipt of such notice. In the event of early termination, Supplier shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Supplier under this section exceed the total amount due Supplier under this Purchase Order.
27. **Miscellaneous** - The Supplier shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Purchase Order and will reimburse the City for the replacement value of its loss or damage. The Supplier shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Supplier represents that it has, or will secure at its own expense, all personnel required in performing the services under this Purchase Order. Such employees shall not be employees of or have any individual contractual relationship with the City.
28. **E-Verify** - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NC G.S. §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.
29. **Iran Divestment Act Certification** - Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to NC G.S. §147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and NC G.S. §147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
30. **Companies Boycotting Israel Divestment Act Certification** - Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NC G.S. §147-86.81.