



STATE OF NORTH CAROLINA

Department of Public Instruction

Invitation for Bid #: 24-RQ140038-KR REBID 1

2024-2025 Fuel Truck(s) Replacement

Date Issued: December 11, 2024

Bid Opening Date: December 20, 2024 At 10:00AM ET

Direct all inquiries concerning this IFB to:

Krystle Rice

Procurement Specialist I

procurement@dpi.nc.gov



STATE OF NORTH CAROLINA

Invitation for Bids #

24-RQ140038-KR REBID 1

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 INSTRUCTION**

Refer <u>ALL</u> Inquiries regarding this IFB to: The procurement lead through the Message Board in the Sourcing Tool. See section 2.5 Bid Questions for details: Krystle Rice procurement@dpi.nc.gov	Invitation for Bids # 24-RQ140038-KR REBID 1
	Bids will be publicly opened: December 20, 2024 at 10:00 AM ET
Using Agency: Department of Public Instruction – Transportation Programs	Commodity No. and Description: 251917 - Vehicle servicing equipment
Requisition No.: RQ140038	

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 SHALL BE REJECTED. Late bids cannot be accepted.

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

VALIDITY PERIOD

Offer shall be valid for at least one hundred eighty (180) 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 DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY

Offer accepted and contract awarded (Effective Date) _____.

By: _____

(Authorized representative of Department of Public Instruction),

Alexis Schauss, Chief Financial Officer, North Carolina Department of Public Instruction

By: _____

(Authorized representative of Department of Public Instruction),

Catherine Truitt, Superintendent, North Carolina Department of Public Instruction

By: _____

(Authorized representative of Department of Public Instruction),

Superintendent, North Carolina Department of Public Instruction

By: _____

(Authorized representative of Department of Public Instruction),

Designee, Superintendent, North Carolina Department of Public Instruction

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1.0 PURPOSE AND BACKGROUND

Purpose:

The Department of Public instruction seeks a Vendor to replace state-maintained Fuel Trucks Fuel trucks are selected for replacement based on age (20 years) or mileage (150,000 miles). The purpose of this solicitation is to obtain pricing and award an Agency Specific Term Contract for the purchase of Fuel Trucks. The unit(s) offered shall be new, unused and a current model under standard production by the manufacturer.

24-RQ140038-KR HAS BEEN CANCELLED, ALL VENDORS SHALL SUBMIT A BID TO 24-RQ140038-KR REBID 1 TO BE CONSIDERED FOR THESE GOODS.

DPI Background:

The North Carolina Department of Public Instruction (NCDPI) is charged with implementing the state's public school laws for pre-kindergarten through 12th grade public schools at the direction of the State Board of Education and the Superintendent of Public Instruction.

The agency provides leadership and service to the 115 local public school districts and 2,500+ district public schools, 200+ charter schools, the three residential schools for students with hearing and visual impairments, lab schools and a regional school. The areas of support include student standards, accountability, finance, teacher and administrator preparation and licensing, professional development and school business support and operations.

NCDPI develops the Standard Course of Study, outlining what students in NC public schools should know and be able to do, along with the assessments and accountability measures used to gauge success at the student, school, and district levels. NCDPI also manages approximately \$14 billion in state and federal public school funding each year and oversees the licensure of about 120,000 teachers and administrators serving NC's public schools.

NCDPI's work extends to the NC Center for the Advancement of Teaching with locations in Cullowhee and Ocracoke, and the NC Virtual Public School – one of the largest state-led virtual schools in the nation.

This contract is funded through state funds.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date"). Order may be placed within five (5) business days of contract execution.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to four (4) additional one-year terms.

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/>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and

specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

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

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

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of 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	December 11, 2024
Submit Written Questions	Vendor	December 13, 2024 by 10:00 AM ET
Provide Responses to Questions	State	December 16, 2024
Submit Bids	Vendor	December 20, 2024 by 10:00 AM ET Public bid opening for this solicitation will be conducted via conference call. Vendor may use the links or call-in number below to join the bid opening scheduled for: Microsoft Teams Need help? Join the meeting now Meeting ID: 285 043 012 14 Passcode: 8oKUHE Dial in by phone +1 919-230-4058,,31952871# United States, Cary Find a local number Phone conference ID: 319 528 71# For organizers: Meeting options Reset dial-in PIN

2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB.

Vendors will enter “**IFB # 24-RQ140038-KR REBID 1 – 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) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.

- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of **ATTACHMENT A: PRICING FORM**
- d) Completed and signed version of **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**
- e) Completed and signed version of **ATTACHMENT E: CUSTOMER REFERENCE FORM**
- f) Completed and signed version of **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**
- g) Completed and signed version of **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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.

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.

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 include in this IFB. 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

Estimated total hours herein are estimates only and are provided for informational purposes based on the anticipated usage during the contract period. No maximum or minimum hours are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated hours during the contract period. The State reserves the right to increase or decrease the hours 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

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

Delivery to be made one (1) at a time to any point within the state of Raleigh NC.

Vendor shall complete delivery within 240 days consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

4.6 AUTHORIZED RESELLER

The Vendor shall provide a signed statement from the manufacturer confirming authorization with its bid response. Include the Authorized Reseller field in the Sourcing Tool if authorized reseller statement is required. 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.

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. It is the intent that all fuel truck bodies provided herein be durable, in first class quality, and flawless in appearance.

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

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

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

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

Contact information for warranty service provider: contact information will be provided to the LEA's at a later time.

4.8 MAINTENANCE OPTION

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

4.9 DEMONSTRATION AND DESRIPTIVE LITERATURE

DEMONSTRATION

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

be a sufficient basis for rejection of the bid. The results of such demonstration will be considered in the evaluation and award of a contract.

DESCRIPTIVE LITERATURE/CERTIFICATION

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

Vendor has included and uploaded descriptive literature/certification(s) with its bid response?

☐ YES ☐ NO

4.10 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.

4.11 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.

Vendor has included and uploaded three (3) references with its bid response?

☐ YES ☐ NO

4.12 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.

4.13 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.

5.0 PRODUCT SPECIFICATIONS

5.1 REQUIREMENTS AND SPECIFICATIONS

All information requested on the following specifications shall be furnished or the bid shall be considered incomplete and shall be rejected. All manufacturer's standard equipment shall be included, except where such conflicts with another requirement herein.

5.1.1 REQUIREMENTS

ITEM	NCDPI REQUIREMENTS - ACCESSORIES	VENDOR RESPONSE
1	<p>FUEL TRUCK TANK FINISH & PAINT</p> <p>Exterior finish: National School Bus Yellow, except that frame, wheels, and bumpers shall be manufacturer's standard color. The manufacturer's color requirement of National School Bus Yellow is required for a minimum order of one vehicle.</p> <p>All welded joints shall be ground smooth, and all metal surfaces chemically cleaned, etched, phosphate coated and primed. The prime coat shall be hand sanded with at least two coats of National School Bus Yellow, lead-free polyurethane paint applied including over-run area on top of tank, which conforms to Federal Standard Number 595a. Entire under structure of tank, floor and skirting to be undercoated. The word "DIESEL" shall be lettered on each side of the tank and also on the rear of tank or tailgate. Also, on the rear of tank, the words "This Vehicle Stops at All Railroad Crossings" shall be lettered left of access ladder. Also, on both sides and rear of truck the wording "No Smoking within 50 Feet of this Vehicle" on rear the location shall be right of access ladder. Lettering Location to be approved at pilot inspection. Lift gate equipped trucks shall have warning labels for operation and safety guidelines. All lettering to be of reflective material. Lettering to be approved at Pilot Model Presentation.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	<p>BACKUP ALARM</p> <p>Any self-propelled equipment ordered by the State of North Carolina shall have a backup alarm and may be manufacturer or dealer installed. Backup alarm shall be in accordance with SAE J994, electronic type (not ding dong), shall become activated immediately upon backing of equipment (not activated by motion detection), must be audible above the surrounding noise level of the equipment, must be a sealed type unit to protect internal components from moisture, dust and contaminants, resists effects of vibration, single or dual tone is acceptable, and minimum one year warranty shall apply.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	<p>FIRE EXTINGUISHERS</p> <p>Air-pressurized, rechargeable 5 lb. dry-type fire extinguisher type 40 BC shall be mounted in a niche in the left front half of the tank or body in accordance with the Society of Automotive Engineers (SAE), National Fire Protection Association (NFPA) or Federal Motor Vehicle Safety Standards (FMVSS) requirements.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	<p>STROBE LIGHT</p> <p>Strobe light, single bulb, specifically designed for outdoor use in 12-volt vehicular installations. Light is to be installed in a location visible from any azimuthal location by a driver seated in an automobile and shall specifically not be blocked by driver of the utility vehicle, its other occupant(s), or its cargo. Pole or equivalent mounting means shall be provided if such is necessary for unblocked visibility of the strobe light as required above. Light shall be switchable by user, on/off, switch to be conveniently located for access by</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

ITEM	NCDPI REQUIREMENTS - ACCESSORIES	VENDOR RESPONSE
	the seated operator. Color of light shall be selected by the user. Flash rate shall be adjustable or otherwise set at a value typical of best industry practice. the seated operator. Color of light shall be selected by the user. Flash rate shall be adjustable or otherwise set at a value typical of best industry practice.	

5.1.2 SPECIFICATIONS

ITEM	NCDPI SPECIFICATIONS – FUEL TRUCK CHASSIS	VENDOR RESPONSE
1	Wheelbase 176"	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	CA: 105" usable, without interference from vertical exhaust or exhaust couplings	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	GVWR: 31,000 lbs.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Front axle: 10,000 lbs. GAWR, with oil bath wheel seal and synthetic gear oil	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Rear axle: 21,000 lbs. GAWR, with synthetic gear oil	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Springs, front axle: 10,000 lbs.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Springs, rear axle: 23,500 lbs.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Leaf Type Auxiliary/Overload Spring set on rear axle	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Engine Type: diesel electronically controlled. Engine must meet current EPA requirements for applicable model year. Inline 6 cylinder	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Engine size: Minimum 230 HP at rated RPM, 660 ft-lbs. torque minimum. Meeting current engine emission standards at time of delivery.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Transmission: Automatic (Allison 2500_ RDS_ P) Generation controls: Wide Ratio, 6-speed, with double overdrive; with PTO provision, less retarder, with 33,000-lb GVW&GCW Max	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Rear axle ratio: Furnish the appropriate rated rear axle with standard features in relation to the GVWR furnished and to accept the load distribution of a maximum load. Rear axle to be single speed with a ratio to match engine RPM and tire size to achieve and maintain 65 MPH \pm 2 mph at maximum GVW on level ground.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Exhaust: vertical with Suitable water deflection device meeting current Emission Standards.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Water/ Fuel Separator	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Alternator: 100amp min Battery (s): 1500CCA total	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Power steering	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Steering Column: tilt column only with forward/rearward seat travel sufficient to accommodate drivers from approximately 5'4" 6'4" in height.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	Service brake interlock (REQUIRED)	<input type="checkbox"/> YES <input type="checkbox"/> NO

ITEM	NCDPI SPECIFICATIONS – FUEL TRUCK CHASSIS	VENDOR RESPONSE
19	Frame rail: 120,000 PSI	<input type="checkbox"/> YES <input type="checkbox"/> NO
20	Hub-piloted disc-type wheels	<input type="checkbox"/> YES <input type="checkbox"/> NO
21	Fuel tank: 50 gallon Full of Fuel at time of delivery to Receiving County.	<input type="checkbox"/> YES <input type="checkbox"/> NO
22	Tilt Hood	<input type="checkbox"/> YES <input type="checkbox"/> NO
23	Cab heater and air conditioner, Factory Installed	<input type="checkbox"/> YES <input type="checkbox"/> NO
24	Glass: tinted windshield and side windows	<input type="checkbox"/> YES <input type="checkbox"/> NO
25	Radio: manufacturer's standard AM/FM	<input type="checkbox"/> YES <input type="checkbox"/> NO
26	Air-suspension driver's seat and standard two-man passenger seat. (vinyl material) High visibility seat belts.	<input type="checkbox"/> YES <input type="checkbox"/> NO
27	Engine hour meter	<input type="checkbox"/> YES <input type="checkbox"/> NO
28	The chassis shall be equipped with dual snail style (high and low note) horns of manufacturer's standard make and mounted above the frame rail so as not to collect water inside the horn.	<input type="checkbox"/> YES <input type="checkbox"/> NO
29	Chrome grab handle mounted on both sides of cab to provide access to getting on 1,400-gallon fuel truck tank as well as access to the cab of both fuel trucks <u>(1,400 and 1,800 gallon fuel trucks)</u>	<input type="checkbox"/> YES <input type="checkbox"/> NO
30	Any opening in cab of truck shall have weatherproof seal	<input type="checkbox"/> YES <input type="checkbox"/> NO
31	PTO light should be In-Dash or In-Drivers View while in Seat	<input type="checkbox"/> YES <input type="checkbox"/> NO
32	Cab and Chassis	MFR _____
33	Brakes: Air operated, with Bendix AD9 air dryer, /manufacturer's standard ABS, and automatic slack adjusters at all wheel locations. Remote Mounted Schrader Valve giving capability to fill air brake system for towing purposes. All air tanks shall be equipped with electronic air drain, dash mounted switch.	MFR _____
34	Air compressor: minimum 13.2 CFM	_____CFM
35	Tires: 6 each, 11R X 22.5, load range H appropriate for GVWR offered. Front, regular tread; rear, mud/snow tread Michelin XZE2 Steer Axle & Michelin XDE M/S Drive Axle or Hankook AH- 12 Steer Axle & Z35A Drive Axle	BRAND: _____
36	Exterior mirrors: (a) Dual West Coast type, or (b) Dual equivalent type, with integral arm, molded non-metallic housing, and similar amount of reflective area. Check which kind of Exterior Mirrors apply to your vehicle.	<input type="checkbox"/> A <input type="checkbox"/> B

All truck tanks shall be built in accordance with the following specifications. Unless otherwise specified by the Vendor, it will be considered that the tanks are in exact compliance with these specifications. Minor modifications as to the shape of tanks may be considered, provided each Vendor furnishes as a part of its proposal, shop drawings, and manufacturer's data applicable to tanks

proposed and clearly points out any discrepancies from attached specifications. Blueprints and manufacturer's specifications covering tanks offered must accompany proposals. Tanks must conform to D.O.T. Specifications M.C. 406 in its entirety.

ITEM	NCDPI SPECIFICATIONS – FUEL TRUCK TANK	VENDOR RESPONSE
1	TRUCK: Tank will be mounted on a chassis with a 105"CA and 176" W.B. without interference from vertical Exhaust or exhaust couplings as listed on current bid with P&C	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	All tanks, regardless of size, to be designed with full-length, boxed, all welded mounting sills with oak wood chassis strip or approved manufactured product to replace oak strips. U-bolts for the tie down shall be not less than 1/2" in diameter, high strength heat-treated steel.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	On the rear of the tanks where the tank meets body, there shall be no sheet metal used to cover gaps. Any gaps that are present shall be welded and ground smooth.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	1,800 GALLON TANK - The fuel tank shall be made in one (1) compartment with at least two baffles across the tank and one surge plate lengthwise the tank, end to end. It shall have a minimum capacity of 1,800 gallons plus 3% expansion. The tank shall have an oval shape and shall be made from minimum 10 gauge 10-gauge open hearth mild steel. The heads shall be dished and flanged. The tank shall have a centrally located 16" manhole with a 10" quick opening PAV fill cover and capacity indicator. The outlet shall be a drain pocket with strainer with an internal emergency valve. This valve shall be the API standard. A companion flange with a 2" NPT nipple shall be attached to the outlet side of this valve. The valve shall be cable controlled from a control located in the cabinet on the left (driver's) side of the vehicle. There shall also be an emergency cutoff control located behind the driver on the outside of the cab and on the left front of the tank body.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	1,400 GALLON TANK - The fuel tank shall be made in one (1) compartment with at least one (1) baffle and one (1) surge plate lengthwise the tank, end to end. It shall have a minimum capacity of 1,400 gallons plus 3% expansion. The tank shall have an oval shape, except for 1,400-gallon tanks equipped with lift, the back of the tank body may be squared to accommodate an acceptable fit for the electric/hydraulic lift, and shall be made from minimum 10-gauge open hearth mild steel. The tank heads shall be dished and flanged. The tank shall have a centrally located 16" manhole with a 10" quick opening PAV fill cover and capacity indicator. The outlet shall be a drain pocket with strainer with an internal emergency valve. This valve shall be the API standard. A companion flange with a 2" NPT nipple shall be cable controlled from a control located in the cabinet on the left (driver's) side of the vehicle. There shall also be an emergency cutoff control located behind the driver on the outside of the cab and on the left front of the tank body. There shall be a full width open rear tire compartment. This compartment shall be fitted with alignment strips on the outboard sides. Floor of tire compartment to be made of minimum 10- gauge steel floor plate sufficiently reinforced to prevent breakage. The rear of the tire compartment shall be equipped with an electric-hydraulic operated tailgate lift that will also function (when in the closed position) as a tailgate. The platform for this lift shall be the full width of the tire compartment. This lift shall have a minimum rated capacity of 1500 pounds and be installed in such a way that it will lower to the ground and will raise flush with the floor	<input type="checkbox"/> YES <input type="checkbox"/> NO

ITEM	<p align="center">NCDPI SPECIFICATIONS – FUEL TRUCK TANK</p> <p>All truck tanks shall be built in accordance with the following specifications. Unless otherwise specified by the Vendor, it will be considered that the tanks are in exact compliance with these specifications. Minor modifications as to the shape of tanks may be considered, provided each Vendor furnishes as a part of its proposal, shop drawings, and manufacturer's data applicable to tanks proposed and clearly points out any discrepancies from attached specifications. Blueprints and manufacturer's specifications covering tanks offered must accompany proposals. Tanks must conform to D.O.T. Specifications M.C. 406 in its entirety.</p>	VENDOR RESPONSE
	<p>of the storage area. Lift gate shall be furnished with additional special built boxed tubing bar to rest tires against and be removable with "L" iron on platform. The controls for this lift shall be installed in an approved location and properly labeled with other safety warnings for the lift gate. Flip down steps and assist handles to be installed on right rear side of body to assist entry into tire storage area.</p>	
6	<p>SKIRTING AND CABINETS - The skirts shall extend the full length of the tank and/or body. Run boards of 12-gauge steel floor plate with slip rail shall extend the full length of the tank and/or body. On each side ahead of the rear wheel there shall be installed a double door with spring loaded hold open device, under slung, enclosed cabinet. In the skirting over the rear wheels there shall be installed a horizontal enclosed tool cabinet. These cabinets should be weather sealed to keep out rainwater to prevent damage to items inside. Skirting to be fabricated from 14- gauge Galvanized steel for corrosion protection, cold rolled, stretcher leveled and rigidly reinforced. The cabinet doors shall be double break doors and made from 16-gauge steel with a continuous 3/16 " stainless steel hinge pin. Cabinet doors shall have dead bolt locks with Slam Latch or Compression Latch type handle (approved at pilot inspection). There shall be installed on each side at the front of the tank a reachable handgrip (approved location at pilot inspection) and steps for mounting run boards. There shall be included Brass grounding studs (1 set per side) located midway on run board in the area above the wheel well so not interfere with walkway. Rear bumper to be integral type, reinforced and anchored to truck frame. All Skirting and Cabinetry to be of the Modular Construction design and shall "not" be welded to the tank.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
7	<p>LIGHTS - The light system shall comply with FMVSS No. 108 in its entirety. All fixtures shall be of Betts Manufacturer or approved equal. All Body Lighting to be LED Type. The electrical system shall be a sealed system. All rear lights shall match on the rear of truck.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
8	<p>1800-gallon tank</p>	<p>Rated Capacity ____ lbs. Mfg. _____ Model _____ Ratio _____ Top speed _____</p>
9	<p>1400-gallon tank With Tire Rack and Lift</p>	<p>Rated Capacity ____ lbs. Mfg. _____ Model _____ Ratio _____ Top speed _____</p>

ITEM	NCDPI SPECIFICATIONS – ACCESSORIES	VENDOR RESPONSE
	Meter, fuel hose reel, fuel hose, and nozzle are to be included and installed so unit is ready for operation upon delivery. They shall meet the following requirements:	
1	An air shift cab-controlled PTO (Chelsea or equal), with warning light, shall be used. Output may be in opposite direction to engine rotation but must be no greater than 76% of engine RPM at 1200 RPM. The power take off must operate with the chassis installed Transmission: manual, synchronized, 6-speed, with removable plate for access to countershaft for PTO installation. PTO shall be supplied by tank manufacturer per pump requirements. Fill with synthetic gear oil. Locate PTO Control for better visibility by driver to prevent drive off with PTO engaged. PTO Light should be In-Dash, or In Drivers view while in seat.	MFR _____
2	Fuel pumps shall be equipped with mechanical seals and have a rating of 45 GPM at 400 RPM, shall have a built-in bypass, and shall be Blackmer No. TXD2A. Pump shall be driven by a shaft made from 1 1/4" diameter tubing with splined slip joint. If muffler location so warrants, a hat deflector shall be placed between it and pump.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Meter is to be Veeder-Root (no substitutions) with calibrator, register, air eliminator, and strainer, but without temperature compensator. Meter is to have capacity of 5 GPM minimum and 45 GPM Maximum. Register shall be direct reading, odometer type with 5 digits (which includes a tenth wheel with each tenth numerically read), large numeral re-settable counter and a 7 digit cumulative totalizer, or equal. Meter is to be Certified and sealed according to NC Department of Agriculture and Consumer Services standards.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Hose reel is to be Air Operated Hanney A6024-23-24 LT or equal. Reel shall be equipped with 100 feet of 1" Goodyear or equal ply fuel oil hose and a 1" discharge nozzle with an automatic shut-off. OPW #33 Swivel (or equal) to be installed between hose and nozzle. Hose reel is to be equipped with a handle to assist in reel operation and have a retraction guide to prevent hose from corners of the cabinet. There shall be installed one metal hook to hang the fuel hose nozzle when the hose is not rewound on the hose reel, location to be approved.	HOSE MFR _____ SWIVEL MFR _____
5	A final filter assembly shall be installed in the meter and dispenser cabinet. It shall be installed in a location that will make it accessible to drain and change the filter cartridge. It shall also be mounted in a location that will cause the fuel to enter it and be filtered prior to fuel entering the meter assembly. This filter assembly shall have a maximum working pressure of 50 psi. and a maximum flow rate of 45 gpm. Filter Assembly shall be a Centurion 1 (p/n 1000-30) or approved equal.	MFR _____
6	Tanks to be mounted on chassis at manufacturer's plant or distributor.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Four (4) placards to identify the product contained within the tank shall be included.	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.1.3 OPTIONAL ITEMS

ITEM	NCDPI SPECIFICATIONS OPTIONAL ITEMS (MAY OR MAY NOT BE PURCHASES BY THE STATE)	VENDOR RESPONSE
1	LUBE OIL TANK - shall be installed on the curbside of the vehicle one lube oil tank of approximately twenty-five (25) gallons. Tank shall be equipped with 2" screw-types exterior filler opening with a vented brass wing cap. The outlet at the bottom shall be 1" and shall have a 1" lock lever brass faucet. Tank is to be built from 10-gauge open-hearth mild steel and built integral with the outside of the fuel tank. Tank to be constructed to withstand 5 lb. PSI test pressure.	<input type="checkbox"/> YES <input type="checkbox"/> NO

ITEM	NCDPI SPECIFICATIONS OPTIONAL ITEMS (MAY OR MAY NOT BE PURCHASES BY THE STATE)	VENDOR RESPONSE
2	WATER TANK - Adjacent to the lube oil tank there shall be installed one approximately twenty-five (25) gallon water and anti-freeze tank. Tank shall be 14 gauge-galvanized steel and shall be built integral with the outside of the fuel tank. Tank shall have a 2" screw type exterior filler opening with vented brass wing cap. The discharge opening shall be 3/4" and fitted with a 3/4 " lock lever brass faucet. Tank to be tested at 5 lb. PSI.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	WASTE MOTOR OIL COLLECTION TANK - shall be installed on curbside and/or driver's side cabinet one tank of approximately fifty (50) gallon capacity, fabricated from 9-gauge open hearth mild steel. A receiving spout at least 2" in diameter shall be installed in tank on left side extending into a recessed area in the side of the body. The spout to be equipped with removable vented screw type cap on a keeper chain. The drain for this tank is to be of 1" pipe size and installed on the left end. The drain shall not extend below the tank and shall be controlled from the same recessed area that houses the filler spout. There shall be included Brass grounding studs (1 set per side) located midway on run board in the area above the wheel well so as to not interfere with walkway. There shall be installed one metal hook to hang the fuel hose nozzle when the hose is not rewound on the hose reel, location to be approved.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	UREA (DEF) STORAGE TANK – shall be installed in Curb side cabinet one tank of minimum (50) Gallon capacity fabricated from poly material and supported to prevent chaffing or sagging of the tank due to the weight of urea product. Tank shall be equipped with a 2" screw-type filler opening with a vented cap and a closed dispensing system including a 12-volt pump, a meter, a <u>25-foot DEF dispensing hose with self-retracting manual hose reel and a manual nozzle</u> . Product in tank is water based and could require cold weather blanket to prevent rapid freezing. All fittings are to be approved DEF materials such as stainless steel, titanium or high-density polyethylene.	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 DEVIATIONS

The nature of all deviations from the 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 provided by the Vendor with its bid response. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Vendor Contract Manager and Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The State has designated and made available to the Vendor a customer service point of contact. The customer service point of contact shall be the Vendor's point of contact for customer service-related issues.

DPI Customer Service Point of Contact	
Name:	Kevin Harrison
Office Phone #:	(984) 236-2932
Email:	Kevin.Harrison@dpi.nc.gov

DPI Program Analyst for Periodic Quarterly Status Reports	
Name:	Jaime Doran
Office Phone #:	(984) 236-2953
Email:	jaime.doran@dpi.nc.gov

6.2 PERIODIC QUARTERLY STATUS REPORTS

The Vendor shall be required to provide Quarterly Management Reports to the designated Program Analyst on a Quarterly basis. This report shall include, at a minimum, information concerning vehicle delivery, notification of delays on delivery and reason for the delay. 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 Quarterly Reports by the 15th of the month following the end of the quarter. The Quarterly Reports delivery schedule is below:

- By October 15th: Q1 Quarterly Reports for July-September
- By January 15th: Q2 Quarterly Report for October -December
- By April 15th: Q3 Quarterly Report for January-March
- By July 15th: Q4 Quarterly Report for April-June

The schedule aligns with the State's fiscal year. If the Contract start date does not align with the start of a quarter the initial Quarterly Report will be for the period of the contract start date to the end of the initial quarter.

Within 30 days 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.

6.3 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.

6.4 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(s) 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.

Payment will be made Net 30 days after the completed fuel trucks are received, inspected and accepted by the Department of Public Instruction.

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

6.5 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.

6.6 PRODUCT RECALL

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

6.7 PRICE ADJUSTMENTS

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

The State will provide notice of an open opportunity for price adjustments before the second year of the contract period. The pricing offered will be reviewed and agreed upon in writing before becoming effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject price adjustments 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 filled at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

7.0 ATTACHMENTS

All attachments to this IFB are incorporated herein, are attached below 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>

ATTACHMENT A: PRICING FORM

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

ATTACHMENT E: CUSTOMER REFERENCE FORM

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

ATTACHMENTS AND EXHIBITS BEGIN ON THE FOLLOWING PAGE

ATTACHMENT A: PRICING FORM

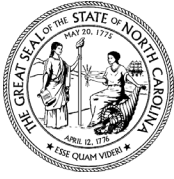
TABLE 1

ITEM #	ESTIMATED QTY	UNIT	DESCRIPTION	Total Cost	Extended Cost
1	10	EACH	FUEL TRUCK CHASSIS MFR: _____ MODEL: _____	\$ _____	\$ _____
2	10	EACH	FUEL TRUCK TANK MFR: _____ MODEL: _____	\$ _____	\$ _____

TABLE 2

OPTIONAL ITEMS

ITEM #	ESTIMATED QTY	UNIT	DESCRIPTION	Total Cost
1	1	EACH	LUBE OIL TANK	\$ _____
2	1	EACH	WATER TANK	\$ _____
3	1	EACH	WASTE MOTOR OIL COLLECTION TANK -	\$ _____
4	1	EACH	UREA (DEF) STORAGE TANK	\$ _____



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 disable, 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 TEMPLATE

Solicitation #: _____

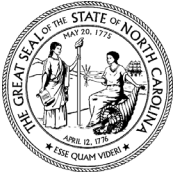
Vendor Name: _____

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":

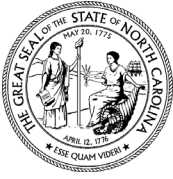
a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

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 #: _____

Vendor Name: _____

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 in 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 this 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]

EXHIBIT A-VENDOR QUESTIONS & STATES RESPONSE

1. **QUESTION:** Is Ford's engine - 6.7L V8 Powerstroke diesel - acceptable in lieu of Inline 6 cylinder engine?
RESPONSE: Yes, we would accept the 6.7L V8 Powerstroke diesel in lieu of Inline 6. See Section 5.3 for deviations to the specifications.
2. **QUESTION:** Is Ford's transmission - Torqshift HD 10-speed automatic - acceptable in lieu of Allison 2500 RDS transmission?
RESPONSE: Yes, as long as all other specifications related to the transmission are met. See Section 5.3 for deviations to the specifications.
3. **QUESTION:** Ford doesn't offer a Service Brake Interlock with its' transmission - is this acceptable?
RESPONSE: To release parking brake the service brake must be applied.
4. **QUESTION:** Is the Air dryer, Bendix AD/IS with heater system acceptable in lieu of the Bendix AD9 system?
RESPONSE: No. However, we would accept the Bendix AD-9si air dryer in lieu of the Bendix AD-9. See Section 5.3 for deviations to the specifications.
5. **QUESTION:** Can you provide body vendor information (Make/Model) for current fuel tank bodies in your fuel truck fleet?
RESPONSE: No, this is at the discretion of the vendor.
6. **QUESTION:** I wanted to ask you and your team if you would be willing to participate in a Pilot review of the first completed truck and fuel tank body, should we be awarded the bid, so that you all can thoroughly review the body for any concerning items should there be any present. This would be a great way of being able to address any issues at the beginning so they can be changed and or modified on the subsequent units.
RESPONSE: Please refer to section 4.9 Demonstration and Descriptive Literature of the IFB.