



STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: 54-RJR-2240032

MARINE REPAIR PARTS AND ACCESSORIES

Date Issued: April 4, 2025

Bid Opening Date: May 5, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Lyndsey K. Campbell

Procurement Specialist III

Email: lkcampbell@ncdot.gov

Phone: 919-707-2641



STATE OF NORTH CAROLINA

Invitation for Bids

54-RJR-2240032

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

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

Vendor Name

Vendor eVP #

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

Department of Transportation

Refer <u>ALL</u> Inquiries regarding this IFB to: Lyndsey K. Campbell Procurement Specialist III lkcampbell@ncdot.gov 919-707-2641	Invitation for Bids # 54-RJR-2240032
	Bids will be publicly opened: May 5, 2025, at 2:00PM ET
Using Agency: NC Department of Transportation	Commodity No. and Description: 251119 Marine craft systems and subassemblies
Requisition No.: n/a	

EXECUTION

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

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

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

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

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

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

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

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

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal shall render bid invalid and it 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:

Bid Number: 54-RJR-2240032

Vendor: _____

VALIDITY PERIOD

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

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 2025, as

indicated on the attached certification by _____

(Authorized Representative of Department of Transportation)

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1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is to award an Agency Specific Term Contract to qualified vendors to furnish and deliver marine repair parts and accessories to the North Carolina Department of Transportation (NCDOT) Ferry Division. With origins dating to the mid-1920s, the NCDOT's Ferry Division runs the second largest state-run ferry system in the United States. An estimated 800,000 vehicles and 1.8 million passengers, each year, cross the rivers and sounds of Eastern North Carolina, making the ferry system a vital lifeline for those who live and work in the region and an economic necessity for businesses.

Ferry operations involve more than 20 ferries on seven regular routes across the Currituck and Pamlico sounds as well as the Cape Fear, Neuse and Pamlico rivers. Two routes – Hatteras-Ocracoke and Ocracoke-Cedar Island – are officially part of The Outer Banks National Scenic Byway. The ferry system also plays a crucial role during coastal emergencies, moving thousands of people out of harm's way in advance of hurricanes. An emergency route also runs between Stumpy Point and Rodanthe, when N.C. 12 is damaged due to storms and other issues.

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the "Effective Date") In addition, the State reserves the right to extend a contract term after the last active term.

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

1.2 ESTIMATED SPEND

Based on the historical usage of the N.C. Department of Transportation's Ferry Division, the estimated five (5) year average spend through the contract is approximately \$4 million. This amount is not guaranteed and could be more or less than the estimated spend during the contract period.

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

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

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations

and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as non-responsive.

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	April 4, 2025
Submit Written Questions	Vendor	April 16, 2025, by 2:00PM ET
Submit Bids	Vendor	May 5, 2025, by 2:00PM ET

Public bid opening for this solicitation will be conducted via conference call. Vendors may use the links below or use the call-in number to join the bid opening May 5, 2025, at 2:00 PM ET.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 266 923 121 302

Passcode: p8vN29BX

Dial in by phone

[+1 984-204-1487,,135754972#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 135 754 972#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 115 544 807 2

[More info](#)

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.

Written questions shall be e-mailed to lkcampbell@ncdot.gov by the date and time specified above. Vendors will enter “IFB # 54-RJR-2240032: Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in the format shown below:

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

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

2.6 BID SUBMITTAL

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

All bids shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>

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

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

2.7 BID CONTENTS

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

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

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING FORM
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantages addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # 54-RJR-2240032 [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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 bids(s) to provide the estimated requirements as to breadth of items in each category offered, highest percentage discount offered off the most recently published Manufacturer Standard Retail Price (MSRP) List, quantity, quality, delivery, service, and/or geographical coverage.

It is the State's intent to have multiple manufacturers represented in each category. In the event that two (2), or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with the most complete offering per category, and highest percentage discount offered off MSRP List for a particular manufacturer's product(s).

Products offered must currently be available on the manufacturer's most recently published MSRP. Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.

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

The State is requesting the Vendor to enter its most advantageous percentage discount for its entire catalog in ATTACHMENT A: PRICING FORM

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members

of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance

outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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 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 include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at the State's location shall be shown as an additional line price for each applicable item. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

4.2 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.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any of the eleven (11) requested location listed below, within the State of North Carolina with all transportation costs and fees included in the total bid price.

	LOCATION	ADDRESS
1.	Cedar Island	3619 Cedar Island Rd, Cedar Island, NC 28520
2.	Cherry Branch	2300 Ferry Road, Havelock, NC 28532
3.	Currituck	170 Courthouse Road, Currituck, NC 27929
4.	Fort Fisher	2422 S Fort Fisher Blvd, Kure Beach, NC 28449
5.	Harbinger	159 Lucinda Lane, Powells Point, NC 27966
6.	Hatteras	59063 NC 12 S, Hatteras, NC 27943
7.	Manns Harbor Shipyard	8550 Shipyard Rd, Manns Harbor, NC 27953
8.	Ocracoke	130 Pilot town Circle, Ocracoke, NC 27960
9.	Pamlico River	229 NC Highway 306 N, Bath, NC 27808
10.	Southport	1650 Southport Ferry Road, Southport, NC 28461
11.	Swan Quarter	748 Oyster Creek Road, Swan Quarter, NC 27885

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

4.4 DELIVERY

Successful Vendor should complete delivery within the requested consecutive calendar days, as specified per the categories below, after receipt of purchase order unless otherwise specified in table below.

Category Number	Description	Requested Delivery after receipt of PO (Days)	Proposed Delivery
1.	Bilge Systems	30	_____ Days
2.	Communications	14	_____ Days
3.	Compressed Air System	30	_____ Days
4.	Electrical Systems	14	_____ Days
5.	Marine Elevators	30	_____ Days
6.	Fuel Systems	14	_____ Days
7.	Fixed Fire Suppression	14	_____ Days
8.	Safety (Rescue Boats/Davits)	14	_____ Days
9.	Heat & A/C	14	_____ Days
10.	Ventilation	30	_____ Days
11.	Water Systems	14	_____ Days
12.	Propulsion	30	_____ Days
13.	Below The Waterline (outside of Hull)	30	_____ Days
14.	Marine Gears (Transmissions)	30	_____ Days
15.	Steering	30	_____ Days
16.	Structural Above Deck	14	_____ Days
17.	Habitability	14	_____ Days

4.5 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization within five (5) business days upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

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

Authorized: ☐ Yes ☐ No

Attached Manufacturer's Authority: ☐ Yes ☐ No

4.6 WARRANTY

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from the date the 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 a warranty covers the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

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

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

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

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.7 TRADE-IN ALLOWANCE

Vendors are encouraged to offer a trade-in allowance for marine core parts currently in use at the locations specified above. NCDOT will have 30 days from the date the entire purchase order is received by the Ferry Division to deliver/return the cores to the awarded Vendor. NCDOT will package and box core parts in corresponding remanufactured packaging and deliver to local authorized dealer location(s). Vendor shall provide carbon core receipt upon delivery of parts.

For completion by Vendor: Credits shall be processed within _____ consecutive calendar days after receipt.

4.8 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.

4.9 VENDOR'S REPRESENTATIONS

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management,

supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 FINANCIAL STABILITY

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

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

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☒ Contract value in excess of \$1,000,000.00

5.0 PRODUCT SPECIFICATIONS

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

5.1 SPECIFICATIONS

Manufacturer names used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered.

Manufacturer's products that are currently in use by the NCDOT Ferry Division are listed below.

Number	Category	Current Manufacturer(s)
1.	Bilge Systems	Gould
2.	Communications	Bogan, Atlas, Hose McCann, Allen Tel, ESS, Kahlenberg
3.	Compressed Air System	Quincy, Caterpillar, Speedaire
4.	Electrical Systems	Prime Mover Controls, EMI, Oceanic, Paulun, Perko
5.	Marine Elevators	Sematic, Motion Lift
6.	Fuel Systems	Parker Racor, Caterpillar
7.	Fixed Fire Suppression	Notifier, Akron, Gould
8.	Safety (Rescue Boats/Davits)	Fassmer, Zodiac, Palfinger, Viking
9.	Heat & A/C	Mitsubishi, Halecon, Chil-Con, Mahan, Carrier, Marinaire
10.	Ventilation	Hartzell, Honeywell, Jackson-Hale
11.	Water Systems	Viega Cooper, Red Fox, Owen's Clean Tank
12.	Propulsion	Caterpillar, MTU, John Deere, Fern strum, Voith, Schottel
13.	Below The Waterline (outside of Hull)	Eaton, SKF
14.	Marine Gears (Transmissions)	Twin Disc, ZF Gears
15.	Steering	Marine Engine Controls Inc, EMI, Matthews Marine, Vickers, Northman, Parker, Rexroth/Aventics

16.	Structural Above Deck	Freeman
17.	Habitability	Assa Abloy, Texas Wheelworks, Lang, Perko, Cornell-Carr, Trioiving, FSB, Von Duprin

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.

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. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues concerning invoices, availability, and delivery.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet with NCDOT Ferry Division. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem

resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. Any other meetings may be scheduled as needed at the request of the Vendor or the State.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

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

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

6.5 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow the Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for a resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for a resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 PRODUCT RECALL

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

6.8 PRICE ADJUSTMENTS

Percentage discount proposed by the Vendor shall be firm against any decreases for **one (1) year** from the effective date of the Contract.

Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Administrator. Such requests shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Percentage discount alterations will be negotiated and agreed to by both the State and Vendor in advance of going into effect. The State is not obligated to accept percentage discount alterations and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be invoiced at the Contract pricing in effect on the date an order is placed. Invoicing that fails to comport with this provision will subject the Contract to cancellation.

6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

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7.0 ATTACHMENTS

ATTACHMENT A: PRICING

For each Manufacturer, the Vendor must enter the most current manufacturer's published MSRP price list or catalog and publication date, as well as the percentage discount offered for each referenced product category being offered. A Vendor may copy and submit pages if they are offering multiple manufacturers.

FURNISH AND DELIVER:

MANUFACTURER: _____

<i>Item #</i>	<i>ITEM</i>	<i>CATALOG ID/PRICE LIST NAME</i>	<i>CATALOG ID/PRICE LIST NAME DATE</i>	<i>MSRP % DISCOUNT</i>
1.	<u>Bilge System</u> (pumps, valves, piping, electric controllers, duplex stainers, foot valves, baskets)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
2.	<u>Communications</u> (public address system, sound powered phone, elevator phone, callback speakers PA system, signal horn, PA systems amplifiers, onboard display monitors, microphones, fuses, speakers, mounting hardware, ship bells, indicator lights)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
3.	<u>Compressed Air System</u> (air compressor, air starters, regulators, gauges, ball valves, pressure relief valves, high pressure hoses, piping, quick releases, tanks, filters, dryers)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			

4.	Electrical Systems (alarm panels, TNIU cables-marine, marine receptacles, marine lighting, electric motors controllers, Contactors, Fuses, Heat Shrinks, Circuit Breakers, Circuit Boards, Light Bulbs, Contactors, Fuses, Heat Shrinks, Indicators, Light Fixtures, Light Covers, Rubber Matting, Wooden Canes)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
5.	Marine Elevator (Doors, Motor, Hydraulic Pump Internal Speakers, Controllers, Wiring)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
6.	Fuel Systems (Piping, Valves, USCG Approved Hose, Filters, Filter Housings, Heat Shields, Flame Screen)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
7.	Fixed Fire Suppression (Fire Alarm Systems, Fire Hoses, Fire Hose Nozzles, Fire Pumps, Heat and Smoke Detectors, Spanner Wrench, Fire Hoses, AFFF, Various Fire Nozzles, Pressure Gauges, Controllers, Horns, Pressure Switch Alarm Panel, Fire Box Covers, Fire Extinguishers, Pins, Sprinkler Nozzles)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			

8.	<u>Safety</u> (Rescue Boats, Davit, Lift Rafts Life rings, Float Lights, 3/8 lines (UV Approved), Brackets, Spotlights, Fuel Tanks, Fuel Bulb & Hose, Rescue Bag, Prop Guards)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
9.	<u>Heat & A/C Systems</u> (Mini Splits, Seawater Condensers, Compressors, Compact A/C Units, Gauges, Thermostats, Fittings, Cooper Tubing, Controllers, Pumps, Fire Caulk)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
10.	<u>Ventilation</u> (Sch 80 PVC/CPVC pipe, Chlorine Tablets & Liquids, Pumps, Vacuum Pumps, Belts Tubing, Hoses)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
11.	<u>Water Systems</u> (Marine Grade Piping, Marine Sanitation Devices)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
12.	<u>Propulsion</u> (Engines, Keel Coolers, Generators, Omni Directional Propulsion Systems, Propellers, Shafts, Steady Bearings, Gauges, Filters, Racor Housings Strainers, Valves)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			

13.	<u>Below The Water Line (outside of Hull)</u> (Cutlass Bearing/Bush-rudder, shaft & strut, Zincs, John Crane Seals, Duplex Sea Stainers, Couplings, Depth Finders, Transducers)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
14.	<u>Marine Gears</u> (couplings, bolts, RPM pickups, shaft shielding grounding)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
15.	<u>Steering</u> (Throttles, Hydraulic Steering Valves, Hydraulic Steering Rams, Steering Pumps)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			
16.	<u>Structural Above Deck</u> (Hatches, Watertight Doors Glass, windows and gaskets, window shades, chalk, speakers, overhead lights (led), LED Deck flood lights fixture, cargo nets, life jackets lockers, navigation lights and lenses)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			

17.	Habitability (Passenger Lounge Chairs, Pilot House & Engine Room Chairs, bunk mattress, tiles (floor), Galley Equipment (Marine Grade), Display Cases/Brochure Holders, Door Latches & Hardware, Door Closures, Life Jacket Piano Hinges)			
	OEM Parts			
	After Market Parts			
	Remanufacture Parts			

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****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

MUST BE RETURNED WITH DOCUMENT

ATTACHMENT E: RESERVED

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

MUST BE RETURNED WITH DOCUMENT

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

MUST BE RETURNED WITH DOCUMENT

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

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

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

ONLY TO BE COMPLETED AND RETURNED IF REQUESTING

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