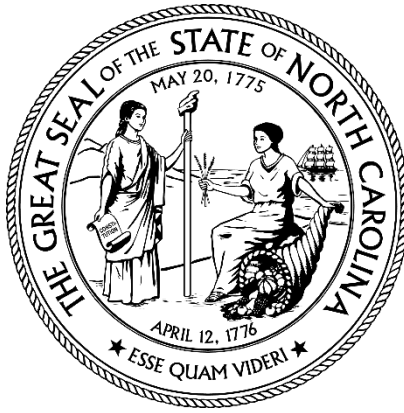




STATE OF NORTH CAROLINA

Cleveland Community College

Invitation for Bid #: 89-20260803-CCC

Water Truck

Date Issued: 09/03/2026

Bid Opening Date: 09/24/2026

At 2:00 PM ET

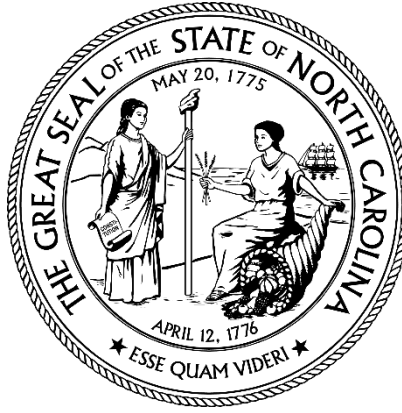
Direct all inquiries concerning this IFB to:

Lance Ashley

Purchasing Officer

Email: ashleyl@clevelandcc.edu

Phone: 704-669-4192



STATE OF NORTH CAROLINA

Invitation for Bid

89-20260803-CCC

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://evp.nc.gov/SignIn>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Cleveland Community College

Refer <u>ALL</u> Inquiries regarding this IFB to: Lance Ashley	Invitation for Bids # 89-20260803-CCC
	Bids will be publicly opened: 09/24/2026 2:00 PM
Using Agency: Cleveland Community College	Commodity No. and Description: 251016- Water Trucks

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 may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

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

Bid Number: 89-20260803-CCC

Vendor: _____

VALIDITY PERIOD

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

BID ACCEPTANCE

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

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

(Authorized Representative of Cleveland Community College)

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1.0 PURPOSE AND BACKGROUND

Cleveland Community College is soliciting offers for a water truck to support its Heavy Equipment Operator Program. This equipment will provide students with hands-on, real-world training in dust suppression, soil compaction, landscaping operations, construction projects, and roadway maintenance activities.

The addition of a water truck will enhance student training by providing experience with equipment frequently found on active job sites while supporting workforce preparation for careers in construction, heavy equipment, and public works industries. The equipment will also help create realistic training environments by supporting site maintenance and earthwork activities conducted as part of the program's hands-on instruction. This procurement will be made with budgeted Federal Funds.

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

To comply with Governor Cooper's Executive Order 80 (October 2018), North Carolina's Commitment to Address Climate Change and Transition to a Clean Energy Economy, the contract resulting from this solicitation intends to provide sustainability features in accordance with industry standards.

1.1 CONTRACT TERM

The Contract shall will serve as a binding agreement between the college and the awarded vendor until the completion and acceptance of the requirements specified withing the scope of work.

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

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

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or

inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as 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	09/03/2026
Submit Written Questions	Vendor	09/15/2026 2:00 PM
Provide Responses to Questions	State	09/17/2026 2:00 PM
Submit Bids	Vendor	09/24/2026 2:00 PM https://teams.microsoft.com/meet/272628651565302?p=dWWMNwERQ933odPT2V
Contract Award	State	TBA

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 ashleyl@clevelandcc.edu by the date and time specified above. Vendors will enter "IFB # 89-20260803-CCC Questions" as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

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

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

2.7 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.

[eVP]

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

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

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

2.8 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) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Descriptive Literature as specified in section 4.8.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # ____ *[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.

2.10 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.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

ASTM- American Society for Testing and Materials

CFM- Cubic Feet per Minute

CFR- Code of Federal Regulations

EPA- Environmental Protection Agency
FMVSS- Federal Motor Vehicle Safety Standards
GCWR- Gross Combination Weight Rating
GVR- Gross Vehicle Rating
GVWR- Gross Vehicle Weight Rating
HP- Horse Power
ISO- International Organization of Standardization
PTO- Power Take Off
RPM- Revolutions Per Minute
SAE- Society of Automotive Engineers
UL- Underwriters Laboratories
VLT- Visible Light Transmittance

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead 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 procurement lead 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 are 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

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 delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

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

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

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.

4.4 TRANSPORTATION AND IDENTIFICATION

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

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

4.5 DELIVERY

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

Cleveland Community College
North Campus
406 North Post Road
Shelby, NC 28150

Vendor shall complete delivery before March 15th, 2027.

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

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

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

4.7 WARRANTY

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

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply as follows;

Chassis: Minimum of 12 months unlimited miles

Engine: Minimum of 36 months unlimited miles

Water Tank and Spray System: Minimum of 36 months.

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 Procurement Entity 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): _____

4.8 DESCRIPTIVE LITERATURE

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.

4.9 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied similar equipment. References shall not be from the same company or from the soliciting State entity. The State may contact these users to determine quality level of the offered equipment; as well as but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.10 VENDOR'S REPRESENTATIONS

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

4.11 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.

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☐ Small Purchases

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

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

4.13 LOBBYING ACTIVITVY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

4.14 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.15 SUBSAINABILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

5.0 PRODUCT SPECIFICATIONS

The intent of this specification is to procure one (1) new water truck for use in a Heavy Equipment Operators Academy. The unit shall be suitable for operator training, dust suppression, road maintenance, soil conditions, and general construction support operations.

The truck shall be a complete, turnkey unit including cab and chassis, water tank, pumping system, spray system, safety equipment, and all accessories required for immediate operation.

5.1 SPECIFICATIONS

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

General: Cleveland Community College (CCC) is soliciting offers for a water truck. CCC will typically use this water truck to support its Heavy Equipment Operator workforce training program. Applications include: Dust suppression-students will learn how to control water distribution from sprayers and a water cannon to suppress dust on active job sites. The second application will be used as a truck for CDL preparation. It will be driven for truck driver training and will be used to transport water to various locations in the training site. The third application will be as part of the CCC fleet of diesel-powered vehicles applicable to the College's planned Heavy Equipment Mechanic Training program. This specification is intended to describe a water truck to support the Heavy Equipment Operator and future workforce training programs.

Line		Requested
1		Chassis with conventional cab, Class 7, single rear axle
	a	Manufacturer
	b	Model
	c	Year Model
	d	Paint Color (Cobalt Blue or Navy Blue preferred)
2		GVW: Shall be a minimum rating of 33,000 lbs.
	a	GVWR
	b	GCWR
	c	Weight of cab & chassis including lubricant and fuel (full) on front axle for conventional cab.
	d	Weight of cab & chassis including lubricant and fuel (full) on rear axle for conventional cab.
3		Wheelbase For Water Truck Applications
	a	Minimum 145-inch wheelbase for conventional cab.
4		Frame-Heat-Treated Steel Construction
	a	Minimum resisting bending moment (RBM) of 1,776,000 inch/lbs. per frame rail.

	b	Minimum yield strength of 120,000 PSI rated.
	c	Frame rails shall be clean from end of cab to rear of frame in both sides of the rails.
5	PTO System	
	a	Manufacturer
	b	Include factory-installed PTO provisions
	c	PTO controls located inside cab
	d	Continuous-duty PTO capable of operating water pump
	e	PTO speed control
6	Springs and Suspension	
	a	Front and rear suspension shall meet the requirements of GVWR.
	b	Rear springs shall have auxiliary leaf or leaves to absorb shock from water load shifting, off-pavement operation, and to provide additional stability.
	c	Rear suspension shall be a minimum of 23,000 lbs.
	d	Front spring Capacity.
	e	Rear spring Capacity.
7	Front Axle	
	a	Front axle with minimum 12,000 lbs. rated capacity.

	b	Set forward axle with Shock absorbers.
	c	Wheel bearings oil bath type with synthetic lubricant.
8	Rear Axle	
	a	Single speed rear axle with minimum 21,000 lbs. rated capacity.
	b	Rear axle ratio to match engine RPM, and tire size to achieve 68 MPH $\pm$ 2 MPH @ maximum GVW on level ground.
	c	Differential shall be filled with synthetic lubricant.
	d	Automatic traction control device is required.
9	Brakes	
	a	Full air disc brakes.
	b	Desiccant type air dryer, Midland Pure Air Plus or functional equivalent.
	c	Minimum 18.5 CFM compressor.
	d	Dust shield required on all axles.
	e	Brakes shall conform to FMVSS-121 at time of production.

	f	Shall have emergency parking brake.
	g	Trailer air package required with glad hands installed at end of chassis rails.
	h	The brake air tank shall have a manual drain valve with a lanyard attached to the chassis rail.
	i	ABS system shall be manufacturer's standard Bendix or Meritor and must be compatible with all manufacturers of trailer brakes.
	j	Full vehicle wheel control system with automatic traction control system.
10	Batteries	
	a	Battery box and battery mounts designed for on/off road application.
	b	Minimum of 1800 CCA.
	c	Hold down clamps and terminals treated with corrosion resistant.
	d	Batteries and cables shall comply with TMC105 (Technology Maintenance Council).
	e	Two (2) remote jump start terminals, battery side mounted with color coded covers.
	f	Shall have a master electrical disconnect switch (non-keyed) on battery side of truck, protected from road splash and accessible from the ground or be mounted in the cab.
	g	Manufacturer's standard battery box cover.
11	Alternator	
	a	Minimum 130 amps
	b	Alternator Manufacturer

	c	Alternator Model
12	Engine Requirements	
	a	Full diesel, electronic engine, with inline minimum six (6) cylinders.
	b	Minimum rated torque 660 lbs./ft and minimum 280HP.
	c	110 V thermostatically controlled engine block heater properly sized for the engine proposed with receptacle mounted under driver side door.
	e	Shall be SAE 1349 rated.
	f	A copy of the most recent EPA certificate for Emissions is requested with this bid.
	g	Shall have thermostatically controlled fuel heater.
	h	Shall have on board primer for the fuel system.
	i	Vendor shall provide and install the plate adapter to harmonic balancer for the front mounted pump application
	j	Shall be compatible for use with B-20 Bio-Diesel fuel.
	k	Shall have a fuel water separator.
	l	Engine parameters set to allow infinite engine idle time
	m	Shall have a fuel filter.
	n	Shall have a full flow, spin on type engine oil filter.

	o	Engine Manufacturer.
	p	Engine Model.
	q	Number of Cylinders.
	r	Engine displacement Minimum HP to be 280hp
	s	Net HP _____ @ _____ RPM
	t	Peak torque _____ lbs./ft @ _____ RPM
	u	Shall have a corrosion resistant oil pan.
	v	Variable geometry turbocharger
	w	Engine Brake/Exhaust Brake Manufacturer.
13		Engine Performance: The following performance is requested when fully loaded as determined by SAE 2188. Rated horsepower and torque shall be sufficient so that when coupled with the proposed transmission and rear axles, the unit will meet the performance criteria listed below:
	a	Shall have 20% startability at maximum GVWR to start and climb 20% grade (startability @ clutch engagement).
	b	Shall have a minimum 2% gradeability at maximum GVWR @ 68 MPH.
	c	Shall maintain a minimum top speed of 68 MPH
		(± 2 MPH) @ maximum GVW on level ground.
	d	Vendor shall include truck performance analysis sheets indicating the truck performance criteria as described above.
14		Exhaust

	a	Shall have a vertical stack with horizontal muffler not to extend above cab roof and not to interfere with mounted dump body. A turnout exhaust stack is required (rain cap not acceptable).
15	Fuel Tank	
	a	Single, aluminum fuel tank.
	b	Minimum 50 gallons capacity.
	c	Mounted on the left side.
	d	Furnish a step type with slip resistant surface.
16	Air Cleaner	
	a	Dry type, with rated air flow for engine offered with filtration efficiency of 99.5% for all engine speeds.
	b	Direct reading air restriction indicator mounted in cab.
17	Cooling System	
	a	Shall conform to SAE J1393, ASTM standards and Manufacturer recommendations for on-off road application.
	b	Shall have extended life coolant
18	Gauges Shall include manufacturer's standard DID (Drivers Information Display) gauge package, including the following gauges as a minimum:	
	a	Oil Pressure
	b	Temperature
	c	Voltmeter

	d	Fuel
	e	Pressure
	f	Tachometer
	g	Engine Hour meter
	h	Audible and visual alarm for high water temperature
	i	Audible and visual alarm for oil pressure
	j	Audible and visual alarm for low air pressure
19	Automatic Transmission	
	a	Fully automatic, six (6) speed minimum.
	b	Allison World Transmission 3500 RDS with wide Ration, for on/off road or functional equivalent.
	c	Transmission manufacturer:
	d	Transmission model:
	e	Torque capacity:
	f	Transmission control shall be push pad, dash mounted shifter.
	g	Shall be equipped with oil level sensor.

	h	Transmission shall be equipped with auto-neutral feature to be activated when parking brake is applied to command the transmission to neutral, regardless of range selection.
	i	Furnished with synthetic transmission lubricant.
	j	If electronically controlled, the transmission shall not create RF interference with user installed 2-way radios.
	k	Transmission electronic control module shall be located in a position that protects it from weather and road splash to minimize exposure to corrosive elements.
	l	Water pump PTO operation.
20	Windshield Wipers	
	a	Electric, dual wipers.
	b	Intermittent action.
	c	Dual washers
21	Wheel Rims	
	a	Aluminum disc type wheels, 10 hole.
	b	Hub piloted.
	c	Front and rear rims 8.25 inches wide
	d	Nylon Gasket to prevent corrosion to hub
	e	Rims shall conform to Tire & Rim Association guidelines.

	f	Wheels shall have Dura-Bright polish or functional equivalent to aid in corrosion resistance.
	g	Rim Manufacturer:
22	Front Tires	
	a	11R22.5 steel belted radial.
	b	Minimum load range "H".
	c	Premium highway treads.
	d	Good Year, Michelin, Continental, Bridgestone, or functional equivalent
	e	Tire Manufacturer.
	f	Tire Model.
23	Rear Tires	
	a	11R22.5 steel belted radial.
	b	Minimum load range "H".
	c	Premium highway treads.
	d	Good Year, Michelin, Continental, Bridgestone, or functional equivalent.
	e	Tire Manufacturer.
	f	Tire Model.
24	Lighting	

	a	Factory installed daytime running lights.
	b	The standard headlight switch shall operate all lights in the normal mode at full voltage.
	c	Front and rear Class "A" directional signals.
	d	Minimum, five (5) cab marker lights per FMVSS 108 and 49 CFR §393.11.
	e	Hazard Flashers
	f	All lighting as specified by NC General Statute §20-129.
	g	Must have a Pre-Trip exterior light inspection switch: Engaging light inspection switch will sequentially flash all exterior vehicle lights, except back up lights while operator completes safety inspection.
25	Electrical Wiring	
	a	All wiring from front to rear of chassis in loom or molded plastic or functional equivalent.
	b	Wiring Should be attached to inner side rails with rubber covered fasteners at approx. 20" intervals.
	c	The connector shall include parking light and turn Signal functions.
	d	A body builder harness, including a weatherproof connector shall be provided at the back of the cab.
	e	Equipped with factory installed modem for GPS

26	Cab: Cab should be a single cab as per “Furnish and Deliver”. Vendor is required to include descriptive literature of the cab for the evaluation process.	
	a	Shall have factory installed air-conditioning.
	b	Shall have electronic cruise control.
	c	Shall have exterior and interior grab handle handholds for all doors including crew cab.
	d	Shall have steps for high cab applications for both Driver, and passenger side front and rear (for crew cab).
	e	First step from ground and succeeding step spacing not to exceed twenty (20) inches.
	f	Shall have tinted safety glass all around including Windshield, 70% to 80% VLT range.
	g	Driver and passenger seats shall be air ride, adjustable up, down, forward, back and tilt. (National Cush-n-Air or functional equivalent).
	h	Both seats shall be high-back each with lap and shoulder seatbelts. Shoulder straps shall be high visibility orange.
	i	Shall have 12V power supply outlet.
	j	Shall have fresh air heater and defroster.
	k	Shall have power door locks, and power windows, right and left padded sun visor, driver/passenger side arm rest, map pocket and floor mats.
	l	Shall have AM/FM/CD/blue tooth radio, shielded to eliminate interference from 2-way radio with Bluetooth.
	m	Shall have a fixed grill with radiator guard and tilt hood.

	n	Shall have a tilt and telescoping steering wheel.
	o	Electronic speedometer with auxiliary in-cab tap Point to interface with current electric spreader controls with pulse width modulated signal and have an additional sensor/DC817-008.
	p	Cab shall have no-glare interior.
	q	Cab must be ergonomically designed to accommodate 95% percentile of drivers, ranging from 4' 8", 110 lb. driver to 6' 5", 375 lb. driver as defined by ISO 3411.
	r	Remote keyless entry to include at a minimum two key fobs.
	s	All operating stations, controls, and safety devices shall be clearly marked and easily accessible for student/trainee operators.
27	Mirrors	
	a	Dual left and right west coast or functional equivalent.
	b	Minimum 7-inch X 17-inch heads.
	c	Both west coast mirrors shall be heated.
	d	Left side mirror shall have two (2) convex mirrors, one each mounted on upper and lower arms of mirror bracket.
	e	Left and Right-side mirrors shall be motorized.
	f	Right side mirror shall have one (1) convex mirror mounted on lower mirror arm.
	g	All three (3) convex mirrors shall be ball adjustable.

	h	Shall have fender mounted (left and right side) 8-inch convex mirrors.
	i	Overall width, outside mirror to outside mirror should not exceed 116 inches.
28	Horns	
	a	Dual, electric and air horn is required, approved by SAE and industry standard and mounted under the hood.
29	Power Steering	
	a	Power steering, designed and intended for the tires, axles and GVWR offered.
30	Fire Extinguisher	
	a	An ABC rechargeable type fire extinguisher with 5BC UL rating shall be provided with each unit. Mounting will be determined at the inspection.
31	Safety	
	a	Vehicles shall include the necessary safety features to meet the applicable requirements of the Federal Vehicles Safety Standards and shall conform with Motor Carrier Safety Regulations # 399.203.
	b	The vehicle to be furnished with all applicable equipment and accessories as required by the Occupational Safety and Health Acts of both the United States and the State of North Carolina, and shall comply with all regulations, rules, standards and interpretations lawfully adopted there under.
	c	Vehicle Cab noise at ear level of the seated operator, with windows open shall not exceed OSHA REQUIREMENTS IN 29 CFR 1910.95 for 8-h our exposure when measured on the "A" scale of a standard sound meter. Ear plugs or other personal protective devices are not acceptable to comply with this requirement.
	d	

		OSHA requirements on the opening date of the IFB shall apply, regardless of the date of Equipment manufactured.
	e	Backup camera.
	f	Backup camera manufacturer and model.
	g	Reflective warning triangles.
	h	Audible backup alarm (minimum of 80 decibel).
	i	Backup alarm decibel rating.
32	Federal Inspection Sticker	
	a	All units shall be delivered with a completed 12 month Federal Highway Safety Inspection sticker properly affixed.
33	Water Tank Body	
	a	Water tank minimum 2,000 gallon capacity, maximum 2500 gallon capacity.
	b	Water tank constructed material (specify carbon steel, stainless steel, or other heavy-duty construction).
	c	Water tank internally baffled.
	d	Water tank paint color matches chassis.
	e	Designed to minimize surge during operation.
	f	Manway access.
	g	Fill tower.

	h	Overflow protection.
	i	Sight gauge.
	j	Drain system.
	k	Two-part marine grade epoxy coated inside tank.
34	Water Tank Pump, Spray System, Water Cannon	
	a	Water Tank Pump Manufacturer.
	b	Minimum pump capacity (500 gallons per minute or greater)
	c	Self-priming pump.
	d	Continuous-duty operation.
	e	Serviceable design.
	f	Front deflector spray heads with fan-like spray pattern and adjustable flow rate.
	g	Rear spray bar providing full-width road spray capability.
	h	Side spray bar for left side.
	i	Side spray bar for right side.
	j	Hose reel with 1.5 inch diameter hose, minimum 50 feet in length, maximum 100 feet in length.

	k	Water tank pump controls located in-cab, clearly labeled.
	l	Water pump operation located in-cab, clearly labeled.
	m	Water spray controls located in-cab, clearly labeled.
	n	Water cannon operation in-cab control, clearly labeled.
	o	Water cannon adjustable stream pattern.
	p	Water cannon manufacturer
	q	Water cannon placement (top-front-mounted or front bumper mounted)

Approved Equal Clause

References to specific manufacturers, model numbers, capacities, or equipment are intended to establish a minimum standard of quality, performance, durability, functionality, and reliability. Equivalent products from other manufacturers meeting or exceeding all stated requirements shall be accepted. Vendors shall provide descriptive literature showing equivalency with their bid submission.

5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 DEVIATIONS

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

6.0 CONTRACT ADMINISTRATION

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 (define roles and responsibilities).

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

Agency Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

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 Manager.

Acceptance of work products shall be based on the following criteria:

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

6.5 INVOICES

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

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

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

6.6 DISPUTE RESOLUTION

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

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

6.8 PRODUCT RECALL

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

6.9 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

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Please complete and return, with your IFB response, the itemized Vehicle Summary that addresses all requirements outlined in **Section 5.1 - Specifications**. In addition, provide a **turnkey delivered price** for the vehicle.

Any deviations from the specifications identified in **Section 5.1** must be clearly noted and explained in your submission.

[AttachmentA.xlsx](#)

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://www.doa.nc.gov/html/north-carolina-instructions-vendors-1-2025>

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/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

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

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/pc-certification-financial-condition-92021-pdf/open>

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/pc-eo-50-vendor-price-matching-opportunity-92021-pdf/open>

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://www.doa.nc.gov/pc-contracts-grants-loans-cooperative-agreements-certification-72020-pdf/open>

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