

STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bid #: DPC-692031223-SP

Construction Equipment

Date Issued: June 20, 2023

Bid Opening Date: July 28, 2023

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Shayla C. Parker

State Procurement Manager

Email: shayla.parker@doa.nc.gov

Phone: 984-236-0233

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # DPC-692031223 – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer ALL Inquiries regarding this IFB to:
The procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details:

Invitation for Bids # DPC-692031223-SP

Bids will be publicly opened: Friday, July 28, 2023 @ 2:00 pm EST
Meeting ID: 269 994 850 57
Passcode: 4Zk2cm
[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device
ncgov@m.webex.com
Video Conference ID: 113 437 812 0
[Alternate VTC instructions](#)

Using Agency:
PURCHASE AND CONTRACT

Commodity No. and Description: 2210 Heavy construction machinery and equipment

EXECUTION

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

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

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

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

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

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

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

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

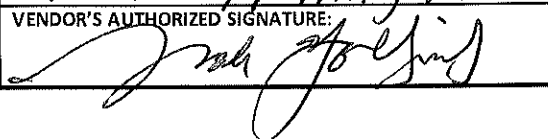
By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated below. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: <i>Linder Industrial Machinery</i>		
STREET ADDRESS: <i>6515 Chapel Hill Rd.</i>	P.O. BOX:	ZIP: <i>27607</i>
CITY & STATE & ZIP: <i>Raleigh NC</i>	TELEPHONE NUMBER: <i>919-851-2184</i>	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		

Bid Number: DPC-692031223

Vendor: Linder Industrial Machinery

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <u>MARK Hollingsworth Sales Manager</u>		FAX NUMBER: <u>919-859-3859</u>
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: <u>8-16-23</u>	E-MAIL: <u>MARK.Hollingsworth@Linder.com</u>

Bid Number: DPC-692031223

Vendor: Linder Industrial Machinery

VALIDITY PERIOD

Offer shall be valid for at least one-hundred and twenty (120) days from date of bid opening, unless otherwise stated here: 365 days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this 20 day of October, 2023, as indicated on the attached certification, by Shayla Parker
DocuSigned by:
4BE4BFV023D947... (Authorized Representative of Division of Purchase and Contract)

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1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina state government and provides leadership to state government for the effective, efficient, economical, and equitable delivery of services to the public. The department also aids and services several advocacy programs that serve diverse segments of the state's population that have traditionally been underserved. The Division of Purchase and Contract (P&C) is the strategic force to provide the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources to provide goods and services.

The NC General Assembly under G.S. 143-52.3 (House Bill 713-Ratified-2011 SL 360) has directed the Department of Administration to use multiple award schedule contracts for the purchase of all ground maintenance, construction, communications, and forestry equipment. This contract specifically covers Construction Equipment.

The State, through the DOA P&C is seeking Vendors for a STC to supply the State's requirements for new, unused and in current production Construction Equipment, broken into thirty-one (31) categories throughout the State of North Carolina. The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors who will offer savings to the State and who confirm, through Vendors' submission of bids, an ability to meet the State's needs.

Repair parts are not covered by this contract. Vendors shall offer their maximum discount for a product, groups of products, and/or category. Discounts from the equipment, options, features, and accessories may be different.

The contract resulting from this IFB is mandatory for State departments and most State Agencies, as well as State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

The intent of this solicitation is to award a Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of four (4) years, beginning on the date of final Contract execution (the "Effective Date") or October 5, 2023, whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. 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 HISTORICAL SPEND (CATEGORIES 1-18)

Based on the historical usage of STC 760H by eligible entities, the approximate spend through the previous contract was approximately \$8 million annually. This amount is not guaranteed and could be more or less than the estimated spend during the contract period.

1.3 ESTIMATED SPEND (CATEGORIES 19-30)

The estimated annual spend through the contract for the newly added categories is approximately \$5 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: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 SYSTEM TRANSITION

Please note that the State will be transitioning to a new electronic Vendor Portal (eVP). The functions of the current electronic Vendor Portal (eVP), Interactive Purchasing System (IPS) and North Carolina business Invitation Delivery System (NC BIDS) will be migrated to the new system on Monday, July 10, 2023. To support this transition, the State has put the parameters below in place. Addenda to solicitations will post in either IPS or the new eVP system, depending on when the solicitation was issued.

- Any solicitations posted prior to June 30, 2023, will remain in IPS along with any posted addenda.
- No new solicitations will be posted between July 1, 2023 - July 9, 2023.
- No bid openings will occur between July 8, 2023 - July 16, 2023.
- Solicitations that are scheduled for bid opening on or before July 7, 2023, will remain in the IPS system, to include any posted addenda.
- Solicitations that are posted in IPS prior to July 1, 2023, with a scheduled bid opening after July 17, 2023, will be migrated to the new eVP and opened in the new eVP.
- New solicitations will be posted in the new eVP starting July 10, 2023, with bid opening dates will occur on or after July 17, 2023.

2.4 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

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

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

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

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Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.5 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	6/20/2023
Hold Pre-Bid Conference	State	6/29/2023
Submit Written Questions	Vendor	7/7/2023
Provide Responses to Questions	State	7/18/2023
Submit Bids	Vendor	7/28/2023
Contract Award	State	TBD

2.6 PRE-BID CONFERENCE

Urged and Cautioned Pre-Bid Conference

Date: 06/29/2023
 Time: 2:00 PM Eastern Time
 Location: Microsoft Teams Meeting
 Contact #: Shayla Parker
shayla.parker@doa.nc.gov
 984-236-0233

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 231 326 496 814

Passcode: 7o7DYE

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

ncgov@m.webex.com

Video Conference ID: 115 551 730 1

[Alternate VTC instructions](#)

Or call in (audio only)

+1 984-204-1487,838894534# United States, Raleigh

Phone Conference ID: 838 894 534#

[Find a local number](#) | [Reset PIN](#)

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

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

2.7 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # DPC-692031223-SP – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

2.8 BID SUBMITTAL

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

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

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

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.9 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to

provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

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

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response (Sections 4.9 and 4.13)
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.10 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

2.11 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- Contract Administrator – A representative of the Agency who is responsible for the contract functions that are performed after all parties have signed a contract, including any modifications of the contract.
- Contract Manager – A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the performance of the stated output and outcome of the contract.
- MSRP – Manufacturer Standard Retail Pricing
- OEM – Original Equipment Manufacturer
- STC – Statewide Term Contract

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.

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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.**

State reserves the right to reject any bid based on functionality, compatibility with specified requirements as well as cost, make separate awards to different Vendors for one (1) or more categories, to not award one (1) or more categories or to cancel this IFB in its entirety without awarding a Contract if it is considered to be most advantageous to the State to do so.

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

2.12 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be

tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award... Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the new 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 for the State to receive a better bid, the

Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

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

No taxes shall be included in any bid prices.

4.2 VOLUME DISCOUNTS

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional percentage saving discounts for each category based on volume purchases.

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

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

4.4 TRANSPORTATION AND IDENTIFICATION

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

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

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination Statewide.

Vendor should complete delivery within forty-five (45 consecutive calendar days after receipt of purchase order.

For completion by Vendor:

If delivery offered is the same for all categories being bid, complete the below sentence.

Delivery will be made within 100 consecutive calendar days after receipt of purchase order.

If delivery offered varies per category, complete the below table. (See Section 5.1 for category descriptions)

Category #	Delivery Period	Category #	Delivery Period	Category #	Delivery Period
1	_____ Days	2	_____ Days	3	_____ Days
4	_____ Days	5	_____ Days	6	_____ Days
7	_____ Days	8	_____ Days	9	_____ Days
10	_____ Days	11	_____ Days	12	_____ Days

13	_____ Days	14	_____ Days	15	_____ Days
16	_____ Days	17	_____ Days	18	_____ Days
19	_____ Days	20	_____ Days	21	_____ Days
22	_____ Days	23	_____ Days	24	_____ Days
25	_____ Days	26	_____ Days	27	_____ Days
28	_____ Days	29	_____ Days	30	_____ Days
31	_____ Days				

Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The State expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.

The Vendor shall contact the agency purchaser as noted on the purchase order at least twenty-four (24) hours prior to delivery.

4.6 SERVICE LOCATIONS

It is preferred that the potential Vendor have a **minimum of three (3) full-service locations in each region** of North Carolina (Mountains, Piedmont, Coastal Plain) to provide service and other requirements under this contract. The brand being offered is requested to have a minimum of three (3) factory authorized service dealers in each region.

Can your company comply with the requested number of dealers in each region? Yes No.

If no, indicate and explain in detail how your company plans to provide Statewide/Regional service/coverage:

4.7 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to ensure compliance with the contract requirements and specifications.

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

4.8 AUTHORIZED DEALERS

An awarded Vendor may utilize approved, Authorized Dealers, to participate as alternate distribution sources for Vendor. Authorized Dealers may be added at any time during the contract term at the discretion of the Vendor, provided that they agree to comply with all terms and conditions of the awarded contract, with no set minimum or maximum number of Authorized Dealers that may be approved. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s)

Bid Number: DPC-692031223

Vendor: _____

Vendor shall specify whether orders must be placed directly with Vendor or may be placed directly with Authorized Dealer(s). If Authorized Dealer(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, Vendor must provide P&C, a list of those designated authorized dealers submitted with its Bid. P&C will require a vendor registration process for all Vendors recommended for Contract Award and their authorized dealers through the E-Procurement System. Authorized dealers must register as an e-Procurement vendor with the State of North Carolina upon contract award and must comply with all terms and conditions of this IFB. Awarded Vendors remain responsible for contract compliance by its Authorized Dealers, and neither an order placed with, or items delivered by, a Vendor's Authorized Dealer shall relieve the Vendor from any obligation under this contract.

Modifications in Authorized Dealer List

If a Vendor allows Authorized Dealers to participate in the Contract, post-award requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted to P&C's Contract Manager for prior approval.

4.9 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 with its bid response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

If the Vendor is the sole authorized distributor/dealer in North Carolina (or a territory of North Carolina) for these product(s), then the Vendor must submit with its bid a written statement from the manufacturer and on the manufacturer's letterhead that your company is the sole authorized distributor/dealer in North Carolina for this(these) product(s) for the State of North Carolina's users and that no other dealer/distributor are allowed to quote this(these) product(s) to the State of North Carolina's government users.

Vendor is the: Manufacturer Dealer Reseller Distributor

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

4.10 WARRANTY

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Procurement 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: Linder Industrial Machinery

Company Address: 6515 Chapel Hill Rd.
Raleigh NC 27609

Contact Person (name): Brian Lamb

Bid Number: DPC-692031223

Vendor: Linder Industrial Machinery

Contact Person (phone number): 919-851-2030

Contact Person (email): Brian.Lamb@Linder.com

Warranty Service/Repair work shall be provided at the end-user/using agency's location for each Category, for equipment that is self-propelled, within 48 hours of notification from the end-user/using agency.

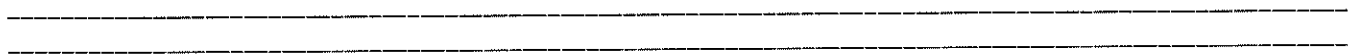
4.11 MAINTENANCE OPTION

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

4.12 DESCRIPTIVE LITERATURE

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

After contract award, the awarded Vendor(s) shall supply the above-mentioned descriptive literature and price lists upon request of the ordering agency. However, if available, in lieu of providing hard copy descriptive literature, this information may be provided electronically by listing the specific web address(es) (URL) at which the literature may be found.



4.13 VENDOR'S PUBLISHED CATALOG & LISTS

As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog as a result of this effort, is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its line-item catalog site. The State deems the right to determine the completeness of the coverage of a Vendor's catalog. The Vendor's catalog must be submitted with its bid by uploading in section 6.9 of the Ariba Network Sourcing Tool.

Altered, or unpublished, price lists/literature shall be sufficient cause to reject a bid. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB, or other inquiry will not suffice for the above requirement. Failure to include such information shall be a sufficient basis for rejection of the Vendor's bid. The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed products:

- a. Detailed Manufacturer's Item Description
- b. Manufacturer
- c. Manufacturer Product #
- d. Manufacturer List Price
- e. UOM
- f. Number of Items per UOM
- g. Internet link to the product if available

4.14 MINIMUM ORDER QUANTITY

The minimum order, qualifying for prepaid transportation, is one (1) unit for any single order.

4.15 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.

4.16 REFERENCES

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

4.17 VENDOR'S REPRESENTATIONS

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

4.18 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS

Vendors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Vendor or their agent. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the end user. While on end user premises, the Vendor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare AND/OR environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Vendor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

4.19 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.

4.20 INSURANCE REQUIREMENTS

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

4.21 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

5.0 PRODUCT SPECIFICATIONS

5.1 CATEGORIES, INCLUDING ATTACHMENTS & ACCESSORIES

Category #	Description	Category #	Description	Category #	Description
1	Excavators	2	Wheel Excavators	3	Track Loaders
4	Wheel Loaders	5	Skid Steer Loaders	6	Backhoe Loaders
7	Crawler Loaders	8	Crawler Dozers	9	Wheel Dozers
10	Motor Graders	11	Utility Cranes	12	Compactors
13	Light Towers	14	Rollers (Full and Compact)	15	Forklifts (Small and All-Terrain)
16	Man Lifts (including Scissor Lifts)	17	Boom Lifts	18	Telehandlers
19	Asphalt Paving Equipment (Asphalt Patch Machine, Aggregate Spreader, etc.)	20	Pavement Marking Equipment	21	Highway Maintenance Equipment (Sweeper, Hydro-Seeder, Auger Core Drill with Carrier, Snowplow Cutting Edges etc.)
22	Standby Generators and related equipment	23	Cranes (Large)	24	Construction Tools (Auger, Pile Driver Hammer, etc.)

Category #	Description	Category #	Description	Category #	Description
25	Bridge Inspection Equipment (Aerial Device)	26	Trailers (Medium to Heavy)	27	Power Units (Portable Welder AMPs)
28	Air Compressors (Trailer mounted, skid mounted, all sizes)	29	Water Pumps (all sizes)	30	Power Buggies
31	Other*	* This category includes any other construction equipment, in a Vendor's catalog, that does not fall into categories 1-30.			

5.2 GENERAL SPECIFICATIONS

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

5.2.1 STANDARD PRODUCTION MODEL

Equipment listed herein shall be a standard production model of latest design. The machine offered shall be new, and the latest production model as represented in the manufacturer's current published literature. Such literature must represent the specific configuration offered. All equipment and accessories listed as standard items in the manufacturer's current literature, but not listed in these specifications or IFB, shall be included with the equipment.

5.2.2 CONDITION UPON DELIVERY

Units shall be complete, serviced and ready for operation when delivered.

5.2.3 APPLICABLE SPECIFICATIONS, STANDARDS & PUBLICATIONS

The following documents of issue in effect on date of IFB form a part of this specification to the extent specified:

- a. SOCIETY OF AUTOMOTIVE ENGINEERS (SAE), INC. STANDARDS
- b. J1349 - Engine Test Code - Non-Turbocharged Spark Ignition & Diesel
- c. J872 - Reserve Tractive Ability Test Code
- d. J395 - ROPS (Roll Over Protective Structure)
- e. J1040-Operator Protection for Forestry Machines
- f. J1084-Operator Protective Structure Performance Criteria for Forestry Equipment
- g. J1212-Fire Prevention on Forestry Equipment
- h. OCCUPATIONAL SAFETY & HEALTH ACT

5.2.4 BACKUP ALARM

Any self-propelled equipment ordered by the State of North Carolina shall have a backup alarm and may be manufacturer or dealer installed. Backup alarm shall be in accordance with SAE J994, electronic type (not ding dong), shall become activated immediately upon backing of equipment (not activated by motion detection), must be audible above the surrounding noise level of the equipment, must be a sealed type unit to protect internal components from moisture, dust and contaminants, resists effects of vibration, single or dual tone is acceptable, and minimum one-year warranty shall apply.

5.2.5 FIRE EXTINGUISHERS

Rechargeable fire extinguishers of adequate size shall be mounted on each unit that is self-propelled in accordance with the Society of Automotive Engineers (SAE), National Fire Protection Association (NFPA) or Federal Motor Vehicle Safety Standards (FMVSS) requirements.

5.2.6 STROBE LIGHT

Strobe/Beacon light, single bulb, specifically designed for outdoor use in 12-volt vehicular installations. Light is to be installed in a location visible from any azimuthal location by a driver seated in an automobile and shall specifically not be blocked by driver of the utility vehicle, its other occupant(s), or its cargo. Pole or equivalent mounting means shall be provided if such is necessary for unblocked visibility of the strobe/beacon light as required above. Light shall be switchable by user, on/off, switch to be conveniently located for access by the seated operator. The color of light shall be selected by the user. The flash rate shall be adjustable or otherwise set at a value typical of best industry practice.

5.2.7 OPERATOR’S MANUAL

Unit shall come with two (2) operator’s and service manuals upon delivery at no additional charge to the end-user. One (1) shall be affixed to the unit and the other will be issued to the end-user.

5.2.8 TRAINING

The Vendor shall provide a qualified representative to instruct the owners’ operators in the proper operation, routine maintenance, safety and service upon delivery for a minimum of four (4) hours, if requested by the end-user.

5.3 NC DOT REQUIREMENTS (MAY BE USED BY OTHER AGENCIES)

The NC DOT requires that the following requirement be met. Vendor must meet these additional requirements in order to be considered for contract award. Other agencies may choose to waive these requirements or utilize them as they deem necessary.

5.3.1 DEMONSTRATION AND PILOT MODEL

DEMONSTRATION

Prior to order and upon written request, the NC DOT reserves the right to request a demonstration of the exact model offered herein. The demonstration would be for the purpose of observing the equipment in operation, which may answer concerns not otherwise addressed in the bid document or literature provided by the vendor. If requested, the bidder should be prepared to demonstrate the equipment within 30 days after receiving written notification from the NC DOT. The demonstration would be free of any charge to the NC DOT at a site selected by NC DOT. Such demonstration does not constitute full and final approval of the equipment. All units will be inspected for compliance with the specification upon receipt at the destination required.

PILOT MODEL

The NC DOT reserves the right to require that a pilot model be made available inspected and approved before any units are shipped. Inspection for compliance with specifications shall be at vendor’s plant or another site acceptable to the NC DOT.

5.3.2 PRE-CONSTRUCTION MEETING

The NC DOT reserves the right to require a pre-construction meeting to be held in Raleigh, NC prior to fabrication of the equipment. A representative of the successful Vendor, who has technical expertise and the authority to make decisions regarding mechanical aspects of the machine, shall be present at the meeting. The meeting is to be scheduled by agreement between the Vendor and DOT.

5.3.3 SERVICE UPON DELIVERY

Units shall be complete, serviced and ready for operation when delivered. All self-propelled equipment shall have at least 10 gallons of fuel in the tank. A North Carolina Safety Inspection or a Federal Safety Inspection is required to be completed and documentation furnished for all applicable equipment.

5.3.4 CATALOGS & MANUALS

The successful Vendor shall furnish as part of the contract the following to the NCDOT Production Control Manager of the Equipment & Inventory Control Unit, on or before delivery of the equipment ordered:

- A. One (1) operator’s manual for the specific make & model of equipment shall be in each piece of equipment when delivered. **Failure to furnish will delay payment.**

B. Two (2) unencrypted electronic format copies of descriptive parts catalogs, operator's manual and shop/service manuals containing OEM Part Nos. covering all systems, components and accessories for the specific make & model of equipment purchased. These are to be delivered to the NCDOT Production Control Manager at 4809 Beryl Road within ten (10) days after receipt of purchase order.

NC DOT reserves the right to refuse delivery of any equipment until the electronic or paper manuals have been received, approved and accepted. Payment will not be rendered by NC DOT until manuals are received and determined to be suitable for use in NC DOT's electronic infrastructure.

DELIVERY AUTHORIZATION MUST BE RECEIVED FROM THE PRODUCTION CONTROL MANAGER BEFORE ANY EQUIPMENT IS DELIVERED.

C. Two (2) unencrypted electronic format copies of updates to the parts catalog and shop manuals for the specific make and model of equipment delivered shall be furnished to the NC DOT at the same time such updates are furnished to a dealer. Expenses incurred by the NC DOT as a result of the vendor failing to provide updates under section C will be passed to the vendor.

Electronic Format: The successful Vendor shall be responsible for providing the electronic media as described above in Adobe Portable Document Format or an electronic format pre-approved by NC DOT.

D. In lieu of electronic format, the NC DOT will accept one (1) original paper version of items listed above for each piece of equipment purchased and one (1) additional. Paper version is to be presented in 8.5" by 11" portrait presentation.

NOTE: Parts catalogs, service manuals, operator's manuals, or other material needed to satisfy these requirements are not to be bid as separate items. All materials shall be furnished as specified and applicable to the equipment bid, at no additional cost. The vendor specifically agrees that such material supplied under this section may be copied or reproduced in any manner for use by NCDOT.

5.3.5 ADDITIONAL TRAINING

Training is required and the successful Vendor shall furnish a qualified representative to instruct the owner's operators in proper operation, maintenance and service of the equipment for a minimum period of eight (8) hours in 1 location(s), statewide. The NC DOT reserves the right to require training for any additional units purchased during the contract period. The number of training locations may increase or decrease with each purchase order based on the quantity of items purchased. After a period of six (6) months a trouble shooting and repair training session shall be held by a repair technician instructing owner's mechanic in the repair techniques at a location appropriate for DOT needs, each for up to 8 hours as deemed appropriate. All training sessions shall be coordinated with and at the convenience of DOT through the office of the Equipment Plant and Maintenance Manager, (919) 733-2220.

5.3.6 DIAGNOSTIC SOFTWARE

When diagnostic ports are available on the equipment or any component of the equipment the Vendor is requested to furnish a price for supplying all components needed from the equipment data port(s) to a laptop or desktop computer. This should include but is not limited to such items as cables and software that the NC DOT will need to download diagnostic data or trouble shooting codes. The NC DOT will furnish laptop or desktop computers but will need compatibility requirements. The NC DOT reserves the right not to purchase the diagnostic equipment at the same time as the equipment is purchased. Please complete the following, using additional sheets as necessary.

What components can be checked through diagnostic ports? My Komatsu AND Komtrax is Utilized For This Purpose. Parameters Can only BE Adjusted through the Monitor by the Customer.

List what will be furnished: Komatsu Supplies My Komatsu AND Komtrax At No Cost to the End User At this time. List of Codes Can Be Provided.

Cost per Kit: \$ _____ (Informational purposes ONLY)

5.3.7 SAMPLE MAINTENANCE ITEMS

One complete set of any filters, including but not limited to oil, fuel, hydraulic or water, used on the offered unit to perform preventative maintenance, shall be delivered with the first unit. Failure to comply with this requirement shall result in delay of payment.

5.3.8 EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE (EPMQ)

A completed Equipment Preventative Maintenance Questionnaire (EPMQ) form with supporting documentation shall be submitted by the successful Vendor *within ten (10) days after receipt of Purchase Order*. A blank EPMQ form is included in this solicitation as ATTACHMENT H.

The EPMQ form consists of blanks in which servicing information is to be listed for the equipment furnished. This is a generic form and blanks that are not applicable are to be completed with N/A. The information supplied on the EPMQ form is entered in a NC DOT Division of Highways equipment database that is accessible by all of our shops.

NC DOT reserves the right to refuse delivery of any equipment until the EPMQ form has been received, approved and accepted. Payment will not be rendered by NC DOT until the EPMQ form is received and determined to be suitable for use by NCDOT. DELIVERY AUTHORIZATION MUST BE RECEIVED FROM THE PRODUCTION CONTROL MANAGER BEFORE ANY EQUIPMENT IS DELIVERED.

Special Note:

Supporting documentation is required with submission of every form.

This supporting documentation can consist of a manual or any part of a manual that supports the service information provided on the EPMQ form. We will accept an owner's manual, operator's manual, parts manual, service manual, technical manual, bill of material, engineering technical document or copies of pages from any of these manuals that contain the required service information. DOT must be able to verify any copies of manuals or pages furnished came from the manufacturer's manual for the make and model of equipment being provided.

5.3.9 REPAIR PARTS

Vendor shall maintain access to a complete inventory of repair parts for the offered equipment, located within the United States, for ten (10) years after the date of acceptance of the equipment. Critical repair parts from this inventory shall be received by the designated repair depot within five (5) working days after request. "Critical Repair Parts" are defined as those parts, which are essential for the safe and proper operation of the machine.

The parties agree that calculation of actual damages resulting from failure to deliver Critical Repair Parts within five working days is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for each such failure is a reasonable estimate of damages resulting from a failure to timely deliver such parts. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows: the amount of \$20.80 shall be deducted from parts invoice(s) for each working day that completed delivery of such parts is in excess of the five (5) day limit. This Liquidated Damages will only apply in cases where the parts order has been placed with the Vendor. Liquidated damages shall be assessed for a period of three (3) years from date of acceptance of each piece of equipment purchased under the contract resulting from this IFB.

The NC DOT may waive the above repair parts Liquidated Damages in any instance where such non-performance, in the sole determination of the NC DOT, is due to factors other than those under control of the bidder and/or manufacturer.

After the three-year period, Vendor performance with respect to promptness of repair parts delivery will continue to be monitored by the NC DOT. Failure of Vendor, to perform acceptably at any time after the three-year period, may result in termination of this contract for cause.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

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6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for contract performance review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

Business Review meetings shall be scheduled annually, Business review meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
 - a. Volume Discount
2. Product Cost Savings from MSRP
 - a. Identified Savings Potentials
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post order correction
4. On Time Delivery Rate – Percent of orders delivered within contract delivery term
5. Challenges, Concerns, Solutions
6. Improvement Ideas
7. Requested Contract Changes

6.5 ELECTRONIC PRODUCT LINE-ITEM CATALOG

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

- a) Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products and installation services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Lead via email at eprocurementdata@its.nc.gov.

The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions "go live".

- b) The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.
- c) The Vendor shall meet the following requirements:

1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
 2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
 3. Include in the catalog detailed product line-item descriptions; and
 4. Include in the catalog any additional content required by the State; and
 5. Limit the line-item catalog content to the Vendor's statewide contract offering
- d) The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

6.6 QUARTERLY REPORTING

The awarded Vendor(s) shall provide Quarterly Management Reports to the designated Contract Administrator. This report shall include, at a minimum, information on: Items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, ordering entity, delivery location, order date, and shipment date.

These reports should be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word to PCReports@doa.nc.gov and to the STC identified Contract Administrator's e-mail. The Vendor shall submit the Quarterly report by the 15th of the month following the end of the quarter. The Quarterly Management Report is based on the fiscal year July through June. The delivery schedule is included below:

- a) **By October 15th:** Q1 Quarterly Management Report for July – September
- b) **By January 15th:** Q2 Quarterly Management Report for October – December
- c) **By April 15th:** Q3 Quarterly Management Report for January – March
- d) **By July 15th:** Q4 Quarterly Management Report for April – June

If the Contract start date does not align with the start of a quarter the first Quarterly Management Report will be for the period from the Contract start date to the end of the initial quarter.

6.7 INVOICES

Vendor shall invoice the Procurement Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Agency with an invoice for each order. Invoices shall include detailed line item information to allow Procurement 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.

6.8 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.

6.9 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager and Buyer of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly re place any such products, at no cost to the State.

6.10 PRICE ADJUSTMENTS

Percentage discounts proposed by the Vendor shall be firm against any decrease for two (2) years from the effective date of the Contract.

Percentage discount change requests shall be submitted in writing to the Contract Administrator, which shall include the reason(s) for the request and contain supporting documentation for the need. Percentage discount decreases will be negotiated and agreed to by both the State and Vendor in advance of any changes going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.11 CONTRACT CHANGES

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

6.12 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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