



North Carolina
Department of Administration

Pat McCrory, Governor
Bill Daughtridge, Jr., Secretary

Division of Purchase and Contract
Patti Bowers, State Purchasing Officer

Contract Award Certification

Date: June 29, 2015

Bid/File Number: 201500743

Commodity: 765-00

50' TELESCOPIC ARTICULATING AERIAL DEVICE, TRUCK
MOUNTED

To:

Melissa Fuller
Altec Industries, Inc.
325 South Center Drive
Daleville, VA 24083

From:

Grant Braley
919-807-4519
Grant.Braley@doa.nc.gov
Division of Purchase and Contract

Agency Requisition Number: 11497687 & 11497688

I am pleased to inform you that, following the evaluation process, the Division of Purchase and Contract proposes to accept your offer in relation to the above commodity. You will be contacted with further details and instructions by the using agency.

Item(s):

3 Line Items

Estimated Award Amount:

\$1,091,769.00

Using Agency:

DEPARTMENT - Transportation
James McCormick
Raleigh, NC 27611

Comments:

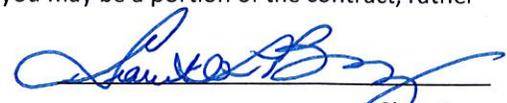
Agency Specific Term Contract

Contract Term:

June 29, 2015-June 28,2018

Please Note:

1. This is not a purchase order. Do not make shipment until you have received an official order from the using agency.
2. Invoices should be made out to the using agency and forwarded directly to them for payment.
3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
4. Applicable North Carolina Sales and use tax shall be added to invoices as a separate item.
5. Please note the contract award description above, the contract awarded to you may be a portion of the contract, rather than the complete contract.


Signature



**STATE OF NORTH CAROLINA
Division of Purchase and Contract**

Refer ALL Inquiries regarding this
IFB to: Chris Tart
Email: chris.tart@doa.nc.gov
Phone: 919-807-4540

Invitation for Bids # 201500743

Bids will be publicly opened: June 2, 2015

Contract Type: Agency Specific Term Contract

Commodity: 50 ft. Telescopic Articulating Aerial CC: 765-00

Using Agency: NC Department of Transportation

EXECUTION

In compliance with this Invitation for Bid, 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 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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 (Session Law 2013-418), 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.

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

VENDOR: Altec Industries, Inc.		
STREET ADDRESS: 325 South Center Drive	P.O. BOX:	ZIP: 24083
CITY & STATE & ZIP: Daleville, VA 24083	TELEPHONE NUMBER: 540-966-2983	TOLL FREE TEL. NO: (800) _____
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): 210 Inverness Center Drive, Birmingham AL 35242		
N.C.G.S. 133-32 and Executive Order 24 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Melissa Fuller, Technical Sales Representative	FAX NUMBER: 540-992-5395	
VENDOR'S AUTHORIZED SIGNATURE: <i>Melissa Fuller</i>	DATE: 5/28/15	E-MAIL: melissa.fuller@altec.com

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: 60 days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this 29th day of June, 2015, as indicated on the attached certification, by *[Signature]* (Authorized Representative of [Agency Name]).

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1.0 INTENT, USE, DURATION AND SCOPE

The intent of this solicitation is to establish an Agency Specific Term Contract to fill the North Carolina Department of Transportation's (NCDOT) needs for a Truck Mounted Hydraulically Operated Telescopic Articulating Insulated Aerial Device. The contract established by the award of this solicitation is only intended for use by NCDOT, but is open to use by other state agencies, and non-exempt departments. The contract shall be valid for a term of three (3) years beginning on the date of award. The scope of this contract is limited to new, unused units of the current model under standard production by the Vendor.

The number of units in the pricing schedule of this document are estimates only based on historical data, no maximum or minimum quantities are guaranteed. Additional units with the same or different features may be purchased during the contract period. It shall be understood and agreed that the State may purchase more or less than these estimated quantities during the contract period. The State will be responsible only for items received. The State shall not be obligated to purchase in excess of its normal requirements.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released and BAFO responses received before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph #18 of Attachment E: North Carolina General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The Contract Manager will make every effort to adhere to this schedule.

Action	Responsibility	Date and Time
Issue IFB	State	May 22, 2015
Submit Written Questions	Vendors	May 26, 2015
Provide Response to Questions	State	May 28, 2015
Submit Bids	Vendors	June 2, 2015
Award Contract	State	June 8, 2015

2.4 BID QUESTIONS

- **Purpose:** 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 above due date.
- **Instructions:** Written questions shall be e-mailed to chris.tart@doa.nc.gov by the date and time specified above. Vendors should enter "IFB #201500743 – Questions" as the subject for the email. Questions submittals should 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 Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, 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 be entitled to rely *only* on written material contained in an Addendum to this IFB.

2.5 BID SUBMITTAL

- **Instructions:** Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.6 BID CONTENTS for details on required content of submitted bids.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
BID NUMBER: 201500743 NC Department of Administration Division of Purchase and Contract 1305 Mail Service Center Raleigh, NC 27699-1305	BID NUMBER: 201500743 NC Department of Administration Division of Purchase and Contract 116 West Jones Street, Room 4062, 4 th Floor Raleigh, NC 27603-8002

IMPORTANT NOTE: It is the responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver one **(1) signed, original executed** bid response and one **(1) electronic copy** (on CD, DVD or flash drive) of its bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. **Electronic copy shall include any product literature that is provided with the hard copy of the bid package.**

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, Bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this Invitation for Bids will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS 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.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.6 BID CONTENTS

For each of Vendor's bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses should include the following items that are arranged in the following order:

[Specify the contents which should be included in the bid and in the order it should be organized by the Vendor. A list of potential contents has been included below but should be updated as needed.]

- Cover Letter
- Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- Completed and signed version of EXECUTION PAGES, and signed receipt pages of any addenda released in conjunction with this IFB
- Completed version of ATTACHMENT A: PRICING FORM
- Completed version of ATTACHMENT B: SPECIFICATION REQUIREMENTS QUESTIONNAIRE
- Completed version of ATTACHMENT C: VENDOR UTILIZATION OF WORKERS OUTSIDE THE U.S.
- Completed and signed version of ATTACHMENT D: DESCRIPTION OF EXECUTIVE ORDER #50 form that confirms that no price match opportunity is requested
- ATTACHMENT E: INSTRUCTIONS TO VENDORS
- ATTACHMENT F: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- e) **CONTRACT LEAD:** Representative of the Division of Purchase and Contract who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- f) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- g) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.
- h) **IFB:** Invitation for Bids.
- i) **LOT:** A grouping of similar products within this IFB.
- j) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- k) **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.
- l) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- m) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- n) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- o) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural Resources, Department of Environmental And Natural Resources, Department of Health and Human Services, Department of Insurance, Department of Justice, Department of Labor, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Information Technology Services, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- p) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

2.6 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's 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 term, condition, instruction or other component within this IFB, those must be submitted as questions as outlined in Section 2.4.2 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, 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 components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to condition the offer on a modification to the terms and conditions or instructions herein. By execution and delivery of an Offer in response to this this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid.

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4.2 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid shall not be allowed and shall have no effect. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on lowest responsive bidder meeting specification.

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

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 C: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION. 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 status of a Vendor's e-Procurement Services account(s) that is in arrears by 91 days or more at the time of bid opening shall be considered a relevant factor in determining whether to approve the award of a Contract under this IFB.

3.2 BID EVALUATION PROCESS

1. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.

4. For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the State is not required to request clarification, and often does 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.
5. Bids will be evaluated primarily based on lowest price(s) offered, and any other criteria identified in this IFB.

Upon completion of all evaluations, the State will make Award(s) based on the evaluation and post the award(s) to IPS 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.

Vendors are cautioned that this is an invitation for bids, not a request or an offer 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.

NOTE: During the evaluation period and prior to award, all information concerning the bids and evaluation is confidential, and possession of the bids and accompanying information is limited to personnel of the issuing agency and third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.

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 to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period.

4.1 PRICING

Bid price shall include all applicable charges for delivery fully assembled and ready for use. Vendor shall not add to the Bid price or invoice for surcharges or handling, administrative or other similar fees not specifically provided for in this IFB. Complete ATTACHMENT A: PRICING FORM and include with Bid.

4.2 PRICE ADJUSTMENTS

Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to all customers.

- a. Notification: Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. Decreases: The State shall receive full proportionate benefit immediately at any time during the contract period.
- c. Increases: All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the State reserving the right to accept or reject the increase, or cancel the contract. Such action by the State shall occur not later than 15 days after the receipt by the State of a properly documented request for a price increase. Any increases accepted shall

become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to the NCDOT Equipment Depot, 4809 Beryl Road, Raleigh NC, 27606. Delivery schedules and actual delivery times are to be finalized with the Fleet and Material Management Unit once a purchase order has been issued.

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.

4.4 DELIVERY

*The State requests delivery of each unit ordered within 120 days after the receipt of a purchase order. The State reserves the right to evaluate the delivery schedule offered as a factor in determining award of this contract. The delivery schedule will be finalized with the successful bidder when a purchase order is issued. Bidders are requested to submit with their bid a proposed delivery schedule. **The successful bidder will be expected to adhere strictly to the delivery schedule finalized in accordance with DOT guidelines after a purchase order is issued.***

Proposed delivery schedule:
240-270 days from receipt of purchase order.

Deliveries are accepted at the Fleet and Material Management Unit between the hours of 7:30 A.M. and 2:00 P.M. on Monday through Friday except State approved holidays. Deliveries outside of these times will not be accepted.

4.5 STANDARD EQUIPMENT

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications must also be furnished.

4.6 PILOT MODEL

The State 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 contractor's plant or another site acceptable to the State and final inspection and acceptance of all other units will be made at the N.C, Division of Highways Equipment Depot, Raleigh, NC. If required, the pilot model inspection date will be set when a purchase order is issued.

4.7 DEMONSTRATION

Prior to award and upon written request, the State 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 State. The demonstration would be free of any charge to the State 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.

4.8 PRE-CONSTRUCTION MEETING

The state 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 bidder, 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 successful bidder and DOT.

4.9 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.

4.10 WARRANTY

Each piece of equipment furnished on this bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for **12 months** from respective dates the machines are put in operation by NC DOT regardless of mileage or hours.

Warranty and defective parts replacement is to include all parts, labor, freight, **and travel to site where equipment is down (statewide locations). No travel time or mileage fees or towing fees** will be paid by NCDOT during the warranty period. There shall be no reduction (prorating) of coverage resulting from age or mileage during the warranty period.

List terms of warranty offered: 1 Year - Parts, Labor and Travel

In addition, any specific provisions in the manufacturer's standard warranty that exceed any of the above requirements become part of the warranty for this contract.

Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the State.

The manufacturer(s) shall list the State of North Carolina as an authorized service account and warranty work may be performed by State employees when it is in the best interest of the State. Such work will be reimbursed at the Dealer's current labor rate and for the standard time allowed for the repair.

Bidder is advised that deviations taken to the above warranty paragraphs may cause nullification of bid. Bidder specifically agrees to above warranty paragraph by signature of the "Execution of Bid" contained herein. The bidder understands and agrees that if a manufacturer's warranty is submitted with their bid, it is to be considered for informational purposes only.

4.11 SERVICE UPON DELIVERY

Units shall be complete, serviced and ready for operation when delivered. All self-propelled equipment will 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.

4.12 SERVICE AVAILABILITY

Adequate and satisfactory availability of repair parts, supplies, and ability to meet warranty and service requirements are necessary. The State reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities in this regard.

List below firm's nearest location of user from which service and parts for the offered equipment are available:

	<u>FIRM</u>	<u>LOCATION</u>	<u>PHONE</u>
(1)	China Grove Service Center	800 Highway 152 East, China Grove, NC 28023	704-856-2040
(2)	Altec - Creedmoor Operations	1550 Aerial Avenue, Creedmoor, NC 27522	919-528-2535
(3)	<hr/>		

4.13 REPAIR PARTS DELIVERY

Bidder shall maintain access to a complete inventory of repair parts for the offered equipment, located within the United States, for one (1) years after the date of acceptance of the last equipment ordered from this contract or the end of the warranty period for the last equipment ordered, whichever is greater. 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.

For critical repair parts, liquidated damages of \$ 102.32 per working day shall be levied against the bidder and deducted from parts invoice(s) for each working day that completed delivery is in excess of the five day limit. Liquidated damages in regards to parts will only apply in cases where the parts order has been placed with the bidder.

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

4.14 SUITABILITY FOR INTENDED USE

Bidders are requested to offer only comparable equipment 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.

4.15 REFERENCES

Vendor shall be an authorized dealer for the equipment offered. List below references for which Vendor 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 of vendor performance. Such information shall be considered in the evaluation of the bid.

SITE	DATE OF DELIVERY	CONTACT PERSON	TELEPHONE #
Dominion Power	May 2015	Chris Powers	804-755-5523
City of Durham, NC	Jan 2015	Michael Boyd	919-560-4101
City of Wilson, NC	Nov. 2014	Donnie Page	252-399-2289

4.16 LOCATION OF MANUFACTURING FACILITY

This item will be manufactured in St. Joseph, MO (city, state, or country)

Manufacturer web site address: www.Altec.com

Your company web site address: www.Altec.com

Is bidder the manufacturer or authorized dealer or authorized distributor? (Indicate which) manufacturer. If requested, can you provide written evidence from the manufacturer within two business days? Yes/No

4.17 FINANCIAL STABILITY

Vendors shall certify they are financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONIDTION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. 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.

4.18 CATALOGS & MANUALS

The successful bidder shall furnish as part of the contract the following to the NCDOT Production Control Manager of the Equipment & Inventory Control Unit:

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) 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.

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 DOT until manuals are received and determined to be suitable for use in NCDOT's electronic infrastructure.

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

C. Two (2) 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 State at the same time such updates are furnished to a dealer. Expenses incurred by the State 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 NCDOT.

D. In lieu of electronic format, the State will accept two (2) original paper versions of items listed above. 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.

4.19 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 will result in delay of payment.

4.20 LIQUIDATED DAMAGES

Liquidated damages shall be assessed and deducted from invoice for failure to complete delivery per the delivery schedule set in accordance with DOT guidelines when a purchase order is issued. These damages will be calculated at \$ 102.32 per day, per unit, for any units delivered past the guaranteed delivery date. Failure to provide associated materials (service & parts manuals, etc.) as requested will result in delay of payment.

4.21 TRAINING

Training is required and the successful bidder 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 one (1) location(s), statewide. For "Agency Specific Term Contracts" the State 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 will be coordinated and scheduled with the successful bidder by a representative of the NCDOT Fleet Support group who will contact the successful bidder after a purchase order has been issued.

4.22 DIAGNOSTIC SOFTWARE

When diagnostic ports are available on the equipment or any component of the equipment the bidder 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 State will need to download diagnostic data or trouble shooting codes. The State will furnish laptop or desktop computers, but will need compatibility requirements. The State reserves the right not to purchase the diagnostic equipment at the same time as the equipment is purchased.

What components can be checked through diagnostic ports? Engine and Transmission

List what will be furnished: Software and cables

Cost per kit: \$ 4366.⁰⁰ Freightlined / \$4569 International

4.23 PAYMENT AND INVOICING

Payment terms to be net 30 days after receipt of invoice and acceptance of equipment. All invoices for this contract should be mailed in duplicate to the delivery address on the purchase order unless otherwise instructed.

4.24 INSTRUCTION FOR TITLE INFORMATION

THE PREPARATION OF MCO (MANUFACTURER'S CERTIFICATE OF ORIGIN) AND MVR-1 (MOTOR VEHICLES TITLE APPLICATION) ARE TO BE AS FOLLOWS:

MCO: In the space indicating **Name of Purchaser(s)**, without additional abbreviations or exceptions, shall always read as follows:

DIVISION OF HWYS / NC DEPT OF TRANSPORTATION / STATE OF NC

4809 Beryl Road

Raleigh, NC 27606

The name of the selling Dealer must match on the front and the back of the MCO. Also the GVWR and the Shipping Weight must be filled in on the MCO.

THE MCO MUST BE NOTARIZED. IF ANY OF THE ABOVE REQUIREMENTS FOR THE MCO ARE NOT MET, THE MCO WILL BE REJECTED.

MVR-1: The seller is required to fill in all boxes in the **Vehicle Section** portion of this form. The **Owner Section** of this form must be filled in as it appears here.

Owner 1 ID # _____ DIVISION OF HWYS
Full Legal Name of Owner 1 or Company Name

Owner 2 ID # _____ NC DEPT OF TRANSPORTATION / STATE OF NC
Full Legal Name of Owner 2 or Company Name

Business Address 4809 Beryl Rd

City and State Raleigh, NC Zip Code 27606 Tax County Wake

Also the seller is required to fill in the following boxes of the **MVR-1**.

NC Dealer No.

From Whom Purchased (Name and Address)

Purchase Date

Sales Price

This form can be found at no charge online at www.ncdot.org/dmv/forms/

4.25 INSURANCE COVERAGE

While in possession of the successful contractor, the user's truck chassis shall be fully protected against all physical damage, fire and public liability for the full value of same by insurance provided by the contractor and written by an insurance company duly authorized to do business in the contractor's domicile state. Such coverage shall not be canceled or changed during the life of this contract. Such proof of coverage may be required upon request. Bidder specifically agrees to all provisions in the paragraph by execution of bid herein.

4.26 EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE (EPMQ)

A completed Equipment Preventative Maintenance Questionnaire (EPMQ) form with supporting documentation must be submitted by the successful bidder *within ten (10) days after receipt of Purchase Order*. A blank EPMQ form is included as Attachment G.

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 DOT Division of Highways equipment database that is accessible by all of our shops.

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 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:

Information provided on the EPMQ form must be correct or successful bidder will be assessed for expenses incurred as a result of incorrect information being provided.

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.

5.0 PRODUCT SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

This specification is for the purchase of a minimum 49 foot as measured from ground to bottom of basket, hydraulically operated telescopic articulating insulated aerial device with a service body mounted on a minimum 25,000 GVW rated

chassis. Units shall meet all applicable safety standards (SAE, OSHA, ANSI, etc.) and industry regulations in effect at time of production.

Units offered shall meet or exceed the specifications set forth herein. Any bidder, who provides ratings or data on the model offered above the published rating for that model offered in order to meet specifications, will be disqualified.

Failure to furnish lists, documents and catalogs as required in this specification will constitute incomplete delivery. This may delay payments and may be cause for assessment of liquidated damages.

5.2 STANDARD EQUIPMENT

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications must also be furnished.

5.3 COLOR

Units supplied under this specification shall be painted with a lead free "North Carolina DOT Yellow" which will be visually inspected for suitable match in the following manner. Prior to the finish painting of equipment and upon request the successful bidder will be provided a paint chip by the North Carolina Department of Transportation which has been prepared utilizing a minimum of one (1) mil thickness of lead-free white primer/sealer and a minimum of two (2) mil thickness of lead-free PPG # 931588. The successful bidder shall be required to return the DOT paint chip and furnish two (2) 3 1/2" x 8" painted panels representing the finished color for approval. If approved, one panel will be returned to contractor and the other will be retained by State for color comparison. Color of equipment must then match the color-approved panel. The vendor must furnish a copy of the current MSDS sheet for the paint used which indicates that the paint is lead free with the submitted color chips.

Paint which has met the North Carolina DOT Yellow color specification includes but is not limited to: PPG # 931588. (This is a reference color only. The paint used must match this color.)

Attachments are exempt from this requirement and are acceptable in the manufacture's standard color.

5.4 DEVIATIONS

Any deviations from the *Specifications/Requirements* herein must be clearly described by the Bidder. Otherwise, it will be considered that items offered by the Bidder are in strict compliance with the *Specifications/Requirements*, and the successful Bidder will be held responsible to supply conforming goods. Deviations must be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable.

N/A

5.5 CERTIFICATION AND SAFETY LABELS

PRODUCT SAFETY LISTING: 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. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this IFB are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

5.6 FIRE EXTINGUISHERS

When applicable in accordance with the Society of Automotive Engineers (SAE), National Fire Protection Association (NFPA) or Federal Motor Vehicle Safety Standards (FMVSS) requirements each piece of equipment delivered shall include the appropriate size rechargeable fire extinguisher mounted in an accessible location.

5.7 AUTHORIZED RESELLER

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

5.8 GENERAL

5.8.1 TRUCK CHASSIS REQUIREMENTS

The chassis bid shall be a current model year equipped with all manufacture's standard advertised equipment whether specified or not.

Make: Freightliner

Model: M2-106 4x2

Model year: 2016

All requirements are minimum requirements unless otherwise specified.

REQUIREMENT	OFFERED
1 GVWR: Between 25,000lbs. and 25,999 lbs.	GVWR: <u>26,000</u>
2 CA: 84 inches ± 1 inch	CA: <u>84"</u>
3 Wheelbase of standard cab with a 84 inch CA.	WB: <u>154"</u>
4 Wheelbase of extended cab with a 84 inch CA.	WB: <u>180"</u>
5 Rear wheel drive via dual rear wheels.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6 Limited slip rear axle. - <u>Driver Controlled Traction Differential</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7 Automatic transmission with overdrive that accepts direct PTO mounting. <u>Allison 3500</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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| 8 | Equipped with the manufacturer recommended 11R x 22.5 radial truck tire. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 9 | Tire Size: <u>11 R 22.5 14 PLY</u> | Load Range: <u>6175</u> | |
| 10 | 4 – wheel ABS brake system. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 11 | Engine: When diesel is specified in the “Furnish & Deliver” section furnish a minimum 6.7-liter turbo diesel compatible with B20 fuel. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 12 | Engine make: <u>Cummins</u> | Engine model: <u>ISB</u> | |
| 13 | Engine size: <u>6.7 L</u> | Horsepower rating: <u>250</u> | |
| 14 | Dual batteries with manufacture’s recommended CCA. | CCA rating each: <u>450</u> | |
| 15 | Single alternator rated at 175 amps. | Rating: <u>180</u> | |
| 16 | Power steering. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 17 | Power windows. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 18 | Standard heat and air conditioner. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 19 | Factory installed daytime running lights. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 20 | Tinted safety glass. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 21 | Cruise control. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 22 | Factory installed 12 v power outlet. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 23 | AM/FM radio with a minimum of 2 speakers and antenna. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 24 | Floor covering manufacture’s standard. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 25 | Vinyl bucket seat configuration. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 26 | Driver and passenger seats to be air ride. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

- 27 Four dash mounted switch package for body installer use. Yes No
If available furnish switches that are lit when switch is in the on position.
- 28 Trailer tow package. - NOT AVAILABLE on 26K Derate Chassis - Provide electrical to end of frame Yes No
- 29 Dual exterior mirrors. Yes No
- 30 2 front tow hooks, factory installed. Yes No
- 31 40 gallon fuel tank. Capacity: 50 gal
- 32 DEF tank mounted inside frame rail for body mounting. Yes No
6 gal. DEF under cab

5.8.2 BODY REQUIREMENTS

Dimensions in this section are approximate unless otherwise stated.

Make: Altec Body Model: Line Body Style

- 1 Body length for 84" CA chassis with outriggers as described in "Safety" section of this bid. Length: 136"
- 2 Body overall width 94" maximum. Width: 94"
- 3 Body height 40" Height: 40"
- 4 Body floor width 54" Floor width: 54"
- 5 Compartment depth 20" Depth: 20"
- 6 Body understructure designed for severe service application and allow for maximum payload capacity without deformation of the body, body floor or understructure. Yes No
- 7 Body of two-sided A40 galvanized steel with minimum 16 gauge bulkheads, one piece minimum 14 gauge seamless design used for top and back of compartments. Bulkhead gauge: 16 gauge
Top & Back gauge: 14 gauge
- 8 Body floor minimum 12 gauge galvanized steel, tread plate design with minimum 1 3/8" return flange on each side. Yes No
Floor gauge: 12 gauge

- | | | | | | |
|----|---|-----|-------------------------------------|--|--------------------------|
| 9 | Compartment tops and backs are to be one piece seamless design. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 10 | Side compartment back panel to overlap floor flange providing support for side compartment load. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 11 | All doors, door openings, drip rails and other exposed steel edges to be hemmed for strength and corrosion resistance. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 12 | Compartment doors minimum 20 gauge, two-sided A40 gavanneal steel, double panel construction with hat section reinforcements. Door gauge: <u>20 gauge</u> | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 13 | Compartment doors to have stainless steel continuous hinges to provide full length support of the doors. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 14 | All compartment door locks to have recessed, stainless steel, rotating double latches with individual locks keyed alike, with a minimum of 4 keys per body. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 15 | Compartment door latches to be slam latch design. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 16 | Door latch strikers to be adjustable. Welded on strikers are not acceptable. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 17 | Compartment door openings to have weatherproof door seals. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 18 | A double gas shock on all vertical compartment doors to hold doors in positive open or closed position. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 19 | All compartments, whether horizontal or vertical to have provisions to adjust to a minimum of 5 different shelf heights. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 20 | All shelving minimum 18 gauge galvanized steel and 250 lbs. rated capacity each. | | | Shelving gauge: <u>18 gauge</u>
Rated capacity: <u>250 lbs.</u> | |
| 21 | Compartment panel welds shall be weatherproof. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 22 | Full body length drip rails or an equivalent means to divert water shall be provided above the compartments on both sides of the body. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 23 | Compartment lights for each body compartment. One in-cab switch will control all lights. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 24 | Compartment light wiring secure and in protective loom. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 25 | Compartment interior paint to be mar resistant light grey finish or NCDOT yellow. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 26 | A minimum 29" extended tail shelf of appropriate gauge diamond tread plate at bed level, full width of bed. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

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|----|---|-----------|-------------------------------------|----|--------------------------|
| 27 | On each side at the rear of tail shelf include a grab handle and cable type step. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 28 | Chassis frame is extended and incorporated as part of the tail shelf design to add support of the rear bumper and rigid mounting of pintle hook. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 29 | Furnish with a combination pintle/ball hitch with a 2-inch changeable ball (Buyers Product BH 82000 or pre approved equal) and two safety chain rings. The hitch throat height approximately 23". | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 30 | Directional, stop and backup lights flush-mounted and furnished in accordance with FMVSS and the NC Division of Motor Vehicles requirements. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 31 | Clearance lights and reflectors furnished in accordance with FMVSS and the NC Division of Motor Vehicles requirements. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 32 | Inside of the compartments designed to protect the back of lights from damage. All light wiring encased in a protective loom. The body builder wiring harness compatible to plug into chassis harness without splicing. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 33 | DEF fill and fuel fill preferably located on street side of body. | Location: | <u>Streetside of chassis</u> | | |
| 34 | Location of DEF tank and fuel tank will not interfere with body compartment size. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 35 | Furnish two wheel chocks and two pockets for storage on same side of body. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 36 | Furnish splash aprons and no logo mud flaps. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 37 | Furnish access arrangement for aerial basket. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 38 | In place of a body tailgate furnish a treated 2X6 that drops in brackets on either side at rear of body. In the stowed position the bucket shall not contact the 2X6. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 39 | Primer paint process to consist of a zinc phosphate pre-coat, epoxy primer and be oven cured. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 40 | Finish paint to be lead-free NCDOT yellow in accordance with "Color" paragraph. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 41 | Utility body bed, tail shelf and top of compartments to be painted with a black non-skid type paint. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 42 | Body to be completely undercoated with non-tacky automotive grade undercoating prior to mounting. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 43 | Body manufacture warrants for six (6) years after in-service date that (a) body will not rust through, (b) hinges will not fail to operate properly, | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

(c) the shelves will support their full rated loaded with no failure and (d) manufacturer supplied locking mechanisms will not fail. In addition to the warranty requirements specified in the "Warranty" paragraph.

1. Curb Side Compartment Configuration (Compartment dimensions to be furnished ± 1".)

- 1 Two front vertical compartments approximately 40" H. Width: 24" Height: 40"
- 2 Each front vertical compartment provided with two shelves with each shelf containing five adjustable dividers. Yes No
- 3 Horizontal compartment approximately 46" W x 18" H. Width: 58" Height: 18"
- 4 Horizontal compartment provided with one shelf containing ten adjustable dividers. Cables or chains in protective loom provided to hold compartment door in open horizontal position. Yes No
- 5 Rear vertical compartment approximately 40" H. Width: 30" Height: 40"
- 6 Rear vertical compartment provided with six material hooks that are adjustable with at least three lockable positions. Yes No
- 7 A full length through hot stick shelf with brackets and rear access door. Yes No

2. Street Side Compartment Configuration (Compartment dimensions to be furnished ± 1".)

- 1 Two front vertical compartments approximately 40" H. Width: 24" Height: 40"
- 2 Each front vertical compartment provided with three shelves with each shelf containing five adjustable dividers. Yes No
- 3 Horizontal compartment approximately 46" W x 18" H. Width: 58" Height: 18"
- 4 Horizontal compartment provided with one shelf containing ten adjustable dividers. Cables or chains provided in protective loom to hold compartment door in open horizontal position. Yes No
- 5 Rear vertical compartment approximately 40" H. Width: 30" Height: 40"
- 6 Rear vertical compartment provided with six material hooks that are adjustable with at least three lockable positions. Yes No

5.8.3 AERIAL DEVICE REQUIREMENTS

Make: Altec

Model : TA50M

Model (With jib & outriggers): TA50M

Model (With outriggers): TA50M

- 1 Height to bottom of basket 49 ft. minimum (based on 40" chassis frame height). Height: 49.5'
- 2 Height to bottom of basket based on chassis height of truck bid. Height: 17.75" from cargo floor
- 3 Articulating lower arm with a telescoping upper boom. Yes No
- 4 Minimum working height of 54 ft. Working height: 54.5'
- 5 Working side reach minimum of 36 ft. measured from center of pedestal. Side reach: 36.2'
- 6 Post type design pedestal with service access doors. Yes No
- 7 Turntable structure has a minimum 1 inch top plate. Thickness: 1.50"
- 8 Turntable structure has a minimum 1 inch bottom plate. Thickness: 1.25"
- 9 Continuous 360 degree rotation. Yes No
- 10 Rotation drive assembly designed to allow adjustment of backlash, boom side play and proper tooth contact. Yes No
- 11 Rotation gearbox has an extended shaft for manual rotation. Yes No
- 12 Pedestal is mounted through utility body to the truck chassis frame with a bolt-on design. Yes No
- 13 Articulating arm of tubular steel structure. Yes No
- 14 System designed so that the articulating arm and lower boom are compensating. Yes No
- 15 Lower boom is a fabricated reinforced steel box structure. Yes No
- 16 Lower boom equipped with polyurethane or equivalent slide or guide pads. Yes No

- 17 Pads in lower boom are attached to externally removable plates for adjustment or replacement without disassembly of booms. Yes No
- 18 Telescopic upper boom rectangular filament wound fiberglass. Yes No
- 19 Upper boom isolation a minimum of 8" when retracted and a minimum of 30" when extended. Retracted isolation: 38"
Extended isolation: 66"
- 20 Boom is extended and retracted by a double acting hydraulic cylinder installed within the booms. Yes No
- 21 Upper boom tested and rated to ANSI 46kV Category C. Rated KV 46kV
- 22 Lift cylinders equipped with internal holding valves to prevent free fall in the event of hydraulic system failure. Yes No
- 23 Boom and hinge pins rated at 50,000 PSI tensile strength minimum. Rating: 115 kpsi
- 24 Hinge pins rated at 100,000 PSI tensile strength. Rating: 115 kpsi
- 25 Furnish boom storage system that offers solid boom support while the aerial device is in the stowed position. Yes No
- 26 If the manufacturer requires a tie down strap it must be furnished and reachable for the operator while in the aerial basket. Is a tie down strap required? Automatic
- 27 Boom painted white with a Powder Coat Paint Process. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. Yes No

5.8.4 PERSONNEL BASKET

- 1 Fiberglass basket with minimum dimensions of 24" X 30" X 41". Dimensions: 24" x 30" x 42"
- 2 Rated capacity of 400 lbs. (minimum) without liner. Rated capacity: 400 lbs
- 3 Rated capacity of 350 lbs. (minimum) with liner installed. Rated capacity: 350 lbs
- 4 Furnish basket liner with a 50 kV rating. Yes No

- | | | | | | |
|----|--|-----|-------------------------------------|----|--------------------------|
| 5 | Basket liner secured with nylon bolts and nuts. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 6 | Basket shall have a minimum of one step to assist with entrance and exit. No metal reinforcing allowed in step. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 7 | Furnish a hard plastic cover for basket. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 8 | Furnish a polyurethane material tool tray approx. 19" X 7" X 5". | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 9 | Fall Protection System to include one extra large body harness and a six (6) foot fixed length decelerating type lanyard. Harness has tongue buckle type strap for leg, waist and shoulder. Decelerating lanyard has 1.0 inch (25.4 mm) nylon webbing with rip-stop deceleration device. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 10 | End mounted basket with hydraulic rotation of 180° about the boom tip when furnished without material handler. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 11 | Basket leveling shall be by positive mechanical parallelogram or by internal hydraulic system. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 12 | Leveling system shall maintain the dielectric integrity of the aerial device and a level basket throughout the full range of boom movement | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 13 | Basket has a hydraulically operated basket dump which allows tilting below horizontal towards the rear of the truck for injured operator rescue. Manual tilt with hydraulic assist type cylinders to tilt basket is not acceptable. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

5.8.5 CONTROLS:

- | | | | | | |
|---|---|-----|-------------------------------------|----|--------------------------|
| 1 | Controls that allow fine metering capability for work in close areas and simultaneous multiple boom movements. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2 | Single lever pistol grip tiller type controller at basket made of composite material with high electrical resistance, different color from other non-tested controllers, labeled functions and interlock guard. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 3 | Functions of tiller type controller at basket furnished meeting one of these two options: | | | | |
| | 3a. Four function controller - Activates articulating arm (raise/lower), lower boom (up/down), upper boom (extend/retract) and boom rotation (clockwise/counterclockwise). A separate control that is protected to prevent accidental actuation operates bucket rotation. OR | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

- 3b. Three function controller - Activates lower boom (up/down), upper boom (extend/retract) and boom rotation (clockwise/counterclockwise). A separate control that is protected to prevent accidental actuation operates articulating arm (raise/lower) and bucket rotation (clockwise/counterclockwise). Yes No
- 4 Controls at basket labeled and boom function controls equipped with interlock guard. Yes No
- 5 Engine start/stop control at basket. Yes No
- 6 Emergency lowering valve at basket that allows lowering of upper boom in case of complete electrical, engine or hydraulic system failure. Yes No
- 7 A separate 12 VDC emergency operating system operable from the basket that allows boom to return to stowed position in case of engine failure. Yes No
- 8 Pedestal (ground) controls to be conventional multiple lever type or pre-approved equal. Yes No
- 9 Pedestal controls activate all of the same functions as upper controls. Yes No
- 10 Pedestal controls include an upper control override switch. Yes No
- 11 One pedestal control operates the hydraulics to tilt the bucket horizontal. Yes No

5.8.6 HYDRAULIC JIB:

- 1 When a jib is specified in the "Furnish & Deliver" section furnish a hydraulic jib mounted on the street side of boom. Yes No
- 2 Rated lifting capacity of 800 lbs. Rating: 1,000 lbs.
- 3 Hydraulic features to include extend/retract, angle/tilt and winch. Yes No
- 4 Complete and ready for operation with standard offered rope. Yes No
- 5 As a minimum aerial devices with a jib to meet all the same specifications listed for an aerial device without a jib. This includes height, reach, personnel basket, etc. Yes No
- 6 When furnished with a jib personnel basket is curb side mounted and rotates 90 degrees. Yes No
- 7 Units with a jib furnished with outriggers for stability in lieu of torsion bars. Yes No

5.8.7 HYDRAULIC SYSTEM:

- | | | | | | |
|----|--|--------------------------|-------------------------------------|----|--------------------------|
| 1 | Transmission mounted power take off drives hydraulic pump. Hydraulic system is designed to maintain appropriate pressures and flow for operation of aerial and tool circuit functions. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2 | PTO controls located inside truck cab with an engagement indicator light. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 3 | PTO to have a hour meter to record the PTO operating hours located inside truck cab. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 4 | Engine speed automatically increases on demand to maintain proper operation of hydraulic system. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 5 | Reservoir of sufficient capacity to provide fluid as required to all functions without fluid overheating and/or fluid starvation. | Capacity: <u>30</u> gal. | | | |
| 6 | Reservoir includes as a minimum a filler cap, fill strainer, drain plug and fluid shut off valve that allows servicing of reservoir without draining entire system. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 7 | Hydraulic system includes as a minimum a suction line strainer and a return filter. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 8 | Tool circuit to have a set of 1/2" quick disconnect couplers located at the basket and a set mounted curbside for ground level operation. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 9 | Furnish flat face non-spill couplers conforming to HTMA Standards and universally interchangeable with other flat face couplers. (Preferred couplers are Parker FEM non-spill series conforming to ISO-16028 or pre-approved equal.) | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 10 | Tool circuit controls easily accessible to the operator at either location. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 11 | Furnish a diagnostic pressure test port with quick disconnect coupler (preferred Parker PD34BTX or pre-approved equal) to verify aerial and tool circuit. | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

5.8.8 SAFETY:

1. If torsion bar stabilizers and/or counterweights are used to meet ANSI stability requirements list them here.

Item 1 as described under Furnish & Deliver

- (a) Front torsion/stabilizer: Make _____ Model _____
 Rear torsion/stabilizer: Make _____ Model _____
 Counterweight: Location _____ Amount _____ lbs.
 Counterweight with hydraulic jib option:
 Location _____ Amount _____ lbs.

**At this point, I do not expect any. A final decision will be made during the design of the project.

Item 2 as described under Furnish & Deliver

(b) Front torsion/stabilizer: Make _____ Model _____

Rear torsion/stabilizer: Make _____ Model _____

Counterweight: Location _____ Amount _____ lbs.

Counterweight with hydraulic jib option:

Location _____ Amount _____ lbs.

2 All aerial lifts furnished on this contract shall be equipped with an outrigger stabilizer system. Yes No

3 When installed, outriggers will be mounted behind the cab with a control located at the rear tail shelf, one on the right and one on the left. Yes No

4 Outrigger system to have an interlock system and motion alarm. Yes No

5 "A" or "H" type outrigger system is acceptable. The manufacturer or their authorized representative will decide the type required to meet industry regulations. Type to be furnished: A-Frame

6 Outriggers when deployed will not extend beyond the width of the factory truck mirrors. Yes No

7 DOT request when in accordance with stability regulations that the outrigger spread stay within the mirror width dimension. Outrigger spread: 135.6"

8 The manufacturer or their authorized representative is responsible as a minimum to test all units in accordance with ANSI/OSHA regulations, certify the test and submit documentation per serial number with each unit delivered. Yes No

9 Completed units will meet all applicable industry regulations and standards (ANSI, OSHA, FMVSS, etc.) in effect for truck mounted aerial lifts at time of production. Yes No

10 Documentation required by standards delivered with each unit. Yes No

11 Overall stowed height not to exceed 10 ft. 8 inches. Overall height: 11'-9"

12 Back up alarm installed and operational on each unit. Yes No

13 Each truck to have a Federal or State DMV Safety Inspection with documentation in truck. Yes No

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

Truck mounted telescoping aerial devices will be furnished in accordance with the attached specifications & questionnaire. Units shall be furnished with the published standard equipment whether specified or not.

No quantities are guaranteed.

SPECIAL NOTE: This bid is to establish a 3 year contract for the items below. No quantities are guaranteed. Once the contract has been awarded, NCDOT will determine quantities and issue purchase order(s) as needed throughout the contract period.

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3	EA	Regular cab chassis with aerial device and outriggers as described in these specifications. <i>Freightliner</i>	<i>\$179,804</i>	<i>\$539,412</i>
2	3	EA	Extended cab chassis with aerial device and outriggers as described in these specifications. <i>Freightliner</i>	<i>\$184,119</i>	<i>\$552,357</i>
3	3	EA	Option for Hydraulic Jib as described in these specifications. <i>Quoted with job. If customer does not want jib, deduct</i>	<i>-\$1,000</i>	<i>-\$3,000</i>

stated amount.

TOTAL EXTENDED PRICE: \$ *See above*

RECYCLED CONTENT:

If the products offered herein contain any recycled content, indicate the material and content percentage:

Material: Altec Powder Coat Paint Process / Electro Deposition Percentage %: 100%

ATTACHMENT B: VENDOR UTILIZATION OF WORKERS OUTSIDE THE U.S.

In accordance with NC General Statute §147-33.97, the Vendor shall detail the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? YES NO

If the Vendor answered "YES" above please complete items 1 and 2 below:

1. List the location(s), outside the United States, where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States YES NO

c) The Vendor agrees any Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided. YES NO

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ATTACHMENT C: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION

NORTH CAROLINA RESIDENT VENDORS TAKE NOTE:

Pursuant to North Carolina General Statute §143-59 and Executive Order No. 50 (issued February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses"), a North Carolina resident Vendor may receive an opportunity to obtain an award by agreeing to match the final price(s) of the lowest Vendor on a Contract for the purchase of goods, **if** that lowest price is offered by a non-North Carolina resident Vendor. This opportunity arises when a North Carolina resident Vendor offers a price that is the lowest among all bids by qualified in-State resident Vendors and also is within five percent (5%) or \$10,000 (whichever is less) of the non-resident Vendor's overall lowest price. This price-match opportunity applies to a Contract awarded under this solicitation.

G.S. §143-59(c) (1) defines a "resident Vendor" as a "Vendor that has paid unemployment taxes or income taxes in this State **and** whose principal place of business is located in this State." All other Vendors are considered to be non-resident Vendors. G.S. §143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the Vendor is directed or managed." This refers to overall operations for the entire business entity, not merely a division or office location.

In order to qualify for this preference, a resident Vendor shall: (1) request the price-match opportunity by marking the appropriate checkbox, below; (2) provide all information requested; and (3) complete and sign the "Resident Vendor's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification") included at the end of this Section. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the Vendor affirms that the information provided is accurate and agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including but not limited to income tax or unemployment tax returns, reports and/or filings (annual and/or quarterly); banking statements or financial/accounting statements reflecting Vendor's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding Vendor's management or directors of its business or trade of its principal place of business).

Requesting a price-match opportunity below does not require any resident Vendor to match the lowest price in the event a Vendor qualifies for receiving the opportunity.

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest Vendor meeting the requirements of the IFB without regard to any Vendor's residency. If the Vendor with the lowest price is a North Carolina resident Vendor, then no consideration of the price-matching procedure is necessary. If the lowest bid by a Vendor meeting all requirements was submitted by a non-resident Vendor and there are no North Carolina resident Vendors that submitted a price bid that was within 5% or \$10,000 of the non-resident Vendor's price, then none of the North Carolina resident Vendors qualify for the price-matching preference and no review of a resident Vendor's Certification is required.

If the lowest price bid by a Vendor meeting requirements was submitted by a non-resident Vendor and there are one or more North Carolina resident Vendors that submitted a price bid that was within 5% or \$10,000 of the non-resident Vendor's price, then the State will determine if the Vendor has requested a price-matching opportunity, review the Certification(s) of the resident Vendor(s) to determine whether the resident Vendors have properly executed the Certification and ensure that the information and documentation provided in or with the Certification or otherwise submitted to the State supports the resident Vendor(s) qualification to exercise the price-match opportunity. The State may seek clarification of the Certification and/or information in a resident Vendor's Certification and request additional information and documentation, if needed. If any resident Vendor's award is challenged in a bid protest, based on the accuracy of that Vendor's claim of qualification for the price-matching, the resident Vendor shall provide additional information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation, or its award shall be subject to cancellation.

Pursuant to G.S. §132-1.1, §105-259(b) and Paragraph 14 of the Instructions to Vendors, the State is prohibited from making public disclosure of the Vendor's tax information and documents submitted (subject to those exceptions set out in G.S. 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification or to resolve a bid protest challenging a resident Vendor's qualification for the

price-matching preference in accordance with applicable law. In order to further preserve the confidentiality of any Vendor's tax information and documentation provided to the State, the Vendor shall comply with Paragraph 14 of the Instructions to Vendors and mark "CONFIDENTIAL" at the top and bottom of each page of such information and documentation. After review of all relevant material, the State shall include in its recommendation for award a finding that the North Carolina resident Vendor(s) is or is not qualified for the price-matching opportunity.

If more than one North Carolina resident Vendor qualifies for the price-matching opportunity, then the State will prioritize the qualified North Carolina resident Vendors according to their price bid scores, from highest to lowest, so that the qualified North Carolina resident Vendor that scored the highest price score receives the first opportunity to match the bid price of the lowest non-resident Vendor that met all IFB requirements. If the lowest qualified North Carolina resident Vendor that met all IFB requirements declines to accept Contract award, then the Contract will be offered to the next lowest qualified North Carolina resident Vendor meeting all IFB requirements and continue in this manner until either a qualified North Carolina resident Vendor accepts the Contract award or the award is made to a non-resident Vendor if no qualified North Carolina resident Vendor agrees to match the lowest price bid.

If two resident Vendors qualify for the price-matching opportunity, and both score the same on price, then the State may: (1) consider the information provided in those Vendors' Certifications or publicly available information to determine with which Vendor the Contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the Contract will be awarded to the resident manufacturer); (2) consider the unemployment rates in the municipality or county where each Vendor's principal place of business is located; (3) seek clarification from the Vendors to ascertain the impact on their respective businesses if offered the award of the Contract; or (4) utilize any other approved method of deciding between equal bids.

If a resident Vendor requests and qualifies for the price-matching preference, the resident Vendor will be notified of its opportunity to agree to match the lowest price and receive Contract award, and it will have two (2) business days from the date and time of such notification to indicate its response, either agreeing or declining to match the lowest responsible non-resident Vendor's price and receive the Contract award based on that price match.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests) the State determines that: any certifications or information in the Certification is false, substantially inaccurate, materially misleading or that the Vendor failed to provide, within the specified time period, any additional information requested, then the State may:

- (1) Cancel any award, Contract and/or purchase order that was awarded to such Vendor based on the price-matching preference, and the resident Vendor shall be liable for all costs incurred as a result of the cancellation, including any increased costs the State may incur as a result of awarding the Contract to another Vendor;
- (2) Bar the Vendor from all price-matching opportunities in future State procurements for a period of time not to exceed three (3) years, exclusive of any debarment period;
- (3) Take action against the Vendor under the False Claims Act, §G.S. 1-605 through §1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Vendor from doing business with the State of North Carolina for a period of time not to exceed three years, as determined by the State. Any such debarment period shall not begin to run until all damages, costs and penalties as may be assessed against such Vendor have been fully paid.

ALL VENDORS (BOTH RESIDENT AND NONRESIDENT) SHOULD ANSWER THE FOLLOWING QUESTIONS:

1. **Vendor is a resident of North Carolina as defined in G.S. §143-59?** YES NO
2. **Resident Vendor requests a price-matching opportunity?** YES NO

The following Sections shall be completed if a resident Vendor is requesting a price-matching opportunity:

a) PART I – EO50

Please check the applicable boxes below, in order to be considered for the price-matching preference under Executive Order #50 and G.S. §143-59(c)(1).

- I hereby certify that the Vendor paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.
- I hereby certify that the Vendor paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

b) PART II – EO50

1. I hereby certify that the Vendor's principal place of business is located in North Carolina.

A. **Business Type** (Please check the applicable box):

- Corporation (all types)
- Limited Liability Company
- General Partnership
- Limited Partnership
- Limited Liability Partnership
- Sole Proprietorship
- Individual
- Unincorporated Association
- Other: _____

B. Provide address of principal place of business:

210 Inverness Center Drive
Street Address (no P.O. Box number)
Birmingham, AL 35242
City, State, Zip Code

Is the above address the location of Vendor's headquarters? YES NO

If Vendor has a public website, provide the link/address: www.Altec.com

C. **ATTACH A COPY OF VENDOR'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Vendor's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Vendor).

OR (check the box below)

Vendor certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

RESIDENT VENDOR'S CERTIFICATION FOR PRICE-MATCHING OPPORTUNITY

UNDER EXECUTIVE ORDER #50

NOTICE: The Price-Matching Opportunity will only be given to Vendors that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the Vendor and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any other required information.

Affidavit of Altec Industries, Inc. (name of resident Vendor, hereinafter the "Vendor").

The undersigned hereby certifies that he or she has read this certification, that all information provided in Part I and Part II, above, is true and accurate, and that he or she is an officer, member, partner, owner or such managing employee of the Vendor (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Vendor to the certifications, statements and agreements herein.

Name of Authorized Representative: Melissa Fuller

Signature: Melissa Fuller

Title: Technical Sales Representative

Date: 6/2/15

NOTARY:
State of Virginia, County of Botetourt

Subscribed and sworn to before me this 3 day of June 20 15

Notary Public: Sherrie Moorman My commission expires 6.30.15



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ATTACHMENT D: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **PRODUCT RECALL:** Vendor assumes full responsibility for prompt notification to both the purchaser and using department of any product recall in accordance with the applicable state and federal regulations.
6. **EXECUTION:** Failure to sign the Execution page (page 3 of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.
7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT D: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid..
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
10. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the bid are printed double sided.

- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

11. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute §143-48 and Executive Order 150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

12. RECIPROCAL PREFERENCE: G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.

13. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

14. SAMPLES: Sample of items, when required, shall be furnished as stipulated herein, free of expense, and if not destroyed will upon request be returned at the Vendor's expense. Request for the return of samples shall be made within 10 days following the date of bid opening. Otherwise the samples will become the State's property. Each individual sample shall be labeled with the Vendor's name, bid number, and item number. A sample on which an award is made will be retained until the Contract is completed, and then returned, if requested, as specified above.

15. PROTEST PROCEDURES: When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least \$25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B. 1519 (01 NCAC 05B .1519).

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident Vendor to be awarded a Contract pursuant to Executive Order #50 (price-matching opportunity), the State Purchasing Officer or procurement officer may request the North Carolina resident Vendor to produce documentation substantiating the North Carolina resident Vendor's qualification for the subject preference. These documents should be requested and received prior to any decision on whether to deny or grant a protest meeting. As provided herein, the North Carolina resident Vendor is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents within that time period may result in the cancellation of the Contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident

Vendor submits to the State in connection with the resolution of a protest shall **not** be disclosed to the protester pursuant to G.S. §132-1.1 and §105-259(b) and the State shall preserve the confidentiality of such documents

16. **MISCELLANEOUS**: Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
17. **COMMUNICATIONS BY VENDORS**: In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
18. **TABULATIONS**: Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.

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ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Vendor, the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

The Vendor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. §143-59 was false and/or contained materially misleading or inaccurate information, and/or Vendor failed to provide information and documentation requested by the State to substantiate Vendor's Certification.

In addition, in the event of default by the Vendor under this Contract, the State may immediately cease doing business with the Vendor, immediately terminate for cause all existing Contracts the State has with the Vendor, and debar the Vendor from doing future business with the State. The State may take action against the Vendor under the False Claims Act, G.S. §1-605 through §1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate, for cause, this Contract and all other existing Contracts the Vendor has with the State, and debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
9. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** 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.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

12. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
13. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services without express permission from the State. A Vendor may inquire whether the State is willing to provide factual information as a reference directly to other prospective customers.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with G. S. §143-49(9) and §147-64.7, providing that the State auditors and internal auditors may audit the records of the Vendor during and after the term of the Contract to verify accounts and data affecting fees or performance under the Contract.
15. **ASSIGNMENT:** No assignment of the Vendor's obligations or the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

16. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

17. GENERAL INDEMNITY: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

18. ELECTRONIC PROCUREMENT USAGE AND FEES: Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of

notification of award in order to receive electronic purchase orders resulting from award of this Contract.

THE SUCCESSFUL VENDOR(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice to the State. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this Contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.

Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued during the prior month or before. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of Contract. Past due amounts are subject to the assessment of interest in accordance with G.S. §147-86.23. If payment of the transaction fee remains outstanding for more than ninety (90) days following the initial invoice, the Vendor is subject to debarment until all amounts due are fully paid. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.

Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Service. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Service through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS.

19. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
20. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

21. AMENDMENTS: This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

22. WAIVER: The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Altec Industries, Inc.

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: March 2015

The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Melissa Fuller 6/2/15
Signature Date

Melissa Fuller Technical Sales Representative
Printed Name Title

[This Certification Must Be Signed By the Same Individual Who Signed the Bid Execution Page.]

To be completed after purchase order has been processed.

ATTACHMENT G: Equipment Preventative Maintenance Questionnaire (EPQM)

The successful bidder must complete and return this form within **10 days after receipt of purchase order** to the DOT Fleet Procurement Section. DOT will refuse delivery of any equipment until this form has been provided complete and accurate. This is a generic form therefore fill in only the items that apply to your product.

Please indicate OEM recommended parts and fluids when completing this form.

Successful Bidder: _____ Purchase Order No. _____

Description _____ Quantity Purchased _____

Equipment Make _____ Equipment Model _____

Engine: Make _____ Model _____

No. of Cylinders _____ Horsepower _____ Displacement: _____ Liters

Engine Oil Capacity _____ (Qts.) Oil Filter Make _____

Oil Filter Part No. Primary _____ Secondary _____

Engine Oil Type _____ Oil Weight, 1st Choice _____

2nd Choice _____ 3rd Choice _____

Air Filter Make _____ Part No. Primary _____ Secondary _____

Fuel Type: Gas _____ Diesel _____ LPG _____ CNG _____ BIO Diesel _____

Fuel Tank Capacity: _____ (Gals.) Fuel Filter Make _____

Fuel Filter Part No. Primary _____ Secondary: _____

Fuel/Water Separator Filter Part No. _____

Diesel Exhaust Fluid Capacity _____ (Gals.)

Coolant System: Antifreeze Type _____ (Extended, Long Life, Conventional, etc.)

Color _____ Mixture _____ Radiator Capacity _____ (Qts.)

Coolant Filter Make _____ Part No. _____

Transmission: Make _____ Model _____ Automatic _____ Manual _____

Fluid/Lube Type: _____ Fluid/Lube Capacity: _____ (Qts.)

Additive _____ Part No. _____

Additive Mixture _____ Capacity _____

Transmission Filter Make _____ Part No _____

Clutch Fluid Type _____

1st Rear Differential: Make _____ Model _____
Axle Size _____ (LBS.) Fluid/LubeType _____
Fluid/Lube Capacity _____ (Qts.)

2nd Rear Differential: Make _____ Model _____
Axle Size _____ (Lbs.) Fluid/LubeType _____
Fluid/Lube Capacity _____ (Qts.)

Front Differential: Make _____ Model _____
Axle Size _____ (Lbs.) Fluid/Lube Type _____
Fluid/Lube Capacity _____ (Qts.)

Wheel Hubs: Fluid/Lube Type _____ Fluid/Lube Capacity _____ (Qts.)

Transfer Case: Make _____ Model _____
Fluid/Lube Type _____ Fluid/Lube Capacity _____ (Qts.)
Additive _____ Part No. _____
Additive Mixture _____ Capacity _____

Tandem: Fluid/Lube Type _____ (Grader) Fluid/Lube Capacity _____ (Qts.)

Planetary: Fluid/Lube Type _____ Fluid/Lube Capacity _____ (Qts.)
Additive _____ Part No. _____
Recommended Additive Mixture _____ Capacity _____

Gear Box: Make _____ Model _____
Fluid/Lube Type _____ Fluid/Lube Capacity _____ (Qts.)

Steering: Fluid/Lube Type _____ Fluid/Lube Capacity _____ (Qts.)

Hydraulic: Pump Make _____ Model _____
Part No _____ / _____
Motor Make _____ Model _____

Part No _____ / _____

Fluid/Lube Type _____ Fluid/Lube Capacity _____ (Qts.)

Hydraulic Fluid Type: *Conductive* _____ *Non-Conductive* _____

Hydraulic Filter Make _____ Part No. for Suction _____

Part No. for Pressure _____ Part No. for Tank _____

Zerk Fittings: Lube _____ (NLGI # 2, MPEP-2, EP-2, etc.)

Wheel Bearing Lube: Lube _____

Miscellaneous: Brake Fluid Filter Make _____

 Brake Fluid Filter Part No. _____

 Brake Fluid Type _____

 Cab Filter Make _____

 Part No. Cab Primary Filter _____

 Part No. Cab Secondary Filter _____

List any required fluids, lubes or additives that do not appear in the information above:

Special Notes/Information: _____

Completed By _____ **Title** _____

Telephone Number _____ **Email** _____

Fax Number _____ **Date** _____



DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
1305 MAIL SERVICE CENTER
RALEIGH, NC 27699-1305

IMPORTANT BID ADDENDUM

May 26, 2015

FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):

BID Number: 201500743

COMMODITY: 50' TELESCOPIC ARTICULATING AERIAL DEVICE, TRUCK MOUNTED
USING AGENCY: DEPARTMENT - Transportation
OPENING DATE/TIME: June 2, 2015 @ 2:00

ADDENDUM Number: 01
PURCHASER: Chris Tart

INSTRUCTIONS:

1. Please make the following change(s) in the bid referenced above:

Section 4.10 WARRANTY on page 14 of the solicitation document shall be replaced with the following section;

4.10 WARRANTY

Each piece of equipment furnished on this bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for 12 months from respective dates the machines are put in operation by NC DOT regardless of mileage or hours.

Warranty and defective parts replacement is to include all parts, labor, freight, and travel to site where equipment is down (statewide locations). No travel time or mileage fees or towing fees will be paid by NCDOT during the warranty period. There shall be no reduction (prorating) of coverage resulting from age or mileage during the warranty period.

List terms of warranty offered: _____

In addition, any specific provisions in the manufacturer's standard warranty that exceed any of the above requirements become part of the warranty for this contract.

Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the State.

Under same and all conditions as above, the power train (engine, transmission, torque converter, final drive, rear axle, etc.) shall be covered for an additional period of 24 months or 150,000 miles. There shall be no reduction (prorating) of coverage resulting from age or mileage during the warranty period.

List terms of power train warranty offered: 24 months / 150,000 miles included as standard on all chassis quotes.

The manufacturer(s) shall list the State of North Carolina as an authorized service account and warranty work may be performed by State employees when it is in the best interest of the State. Such work will be reimbursed at the Dealer's current labor rate and for the standard time allowed for the repair.

Bidder is advised that deviations taken to the above warranty paragraphs may cause nullification of bid. Bidder specifically agrees to above warranty paragraph by signature of the "Execution of Bid" contained herein. The bidder understands and agrees that if a manufacturer's warranty is submitted with their bid, it is to be considered for informational purposes only.

Melissa Fuller
6/2/15





STATE OF
NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
1305 MAIL SERVICE CENTER
RALEIGH, NC 27699-1305

IMPORTANT BID ADDENDUM

May 28, 2015

THIS BID ADDENDUM DOES NOT HAVE TO BE RETURNED:

BID Number: 201500743

ADDENDUM Number: 02

PURCHASER: **Chris Tart**

COMMODITY: **50' TELESCOPIC ARTICULATING
AERIAL DEVICE, TRUCK MOUNTED**
USING AGENCY: **DEPARTMENT - Transportation**
OPENING DATE/TIME: **June 2, 2015 @ 2:00**

INSTRUCTIONS:

1. Please make the following change(s) in the bid referenced above:

This solicitation has been extended. The new bid opening date is June 5th at 2:00 pm

Melissa Yule
6/2/15

