



Purchase & Contract
ADMINISTRATION

STATE OF NORTH CAROLINA

Division of Purchase and Contract

Type A School & Activity Buses

Beginning Contract Date: 06/28/2017

Ending Contract Date: 06/27/2020

1.0 PRODUCT SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

It is the intent of these specifications to describe minimum requirements for an all steel frame bus meeting all FMVSS for Type-A School and Activity buses for North Carolina Public Schools. It is anticipated that most purchases will be for Activity buses.

A. DUAL REAR WHEEL CHASSIS AND BODY CONFIGURATION

- SMALL CONFIGURATION: Max 14 Passengers plus the driver.
- MEDIUM CONFIGURATION: 18-25 Passengers plus the driver.
- LARGE CONFIGURATION: 26-30 Passengers plus the driver.

**Maximum Federal Allowed knee room in all positions is preferred.

GM, Chevrolet or Ford Chassis

Warranties are required for the following:

- CHASSIS: Minimum 3 year/36,000-mile Bumper-to-Bumper Warranty.
- CHASSIS: Minimum 5 year/60,000-mile Powertrain Warranty.
- BODY: Minimum 5-year Bumper-to-Bumper Warranty.
- LED LIGHTS: Minimum 5-year warranty.
- SHEET METAL: 10-year no-rust-through warranty on all exterior sheet metal, sheet metal flooring components, and rub rails (if metal).
- AIR CONDINTIONING: Air conditioning system shall be provided with a five-year/unlimited mileage warranty.

B. CHASSIS REQUIREMENTS

The completed School / Activity bus shall meet all Federal Motor Vehicle Safety Standards (FMVSS), requirements of the State of North Carolina and, if not in conflict, requirements of the 2015 "National School Transportation Specifications and Procedures" in effect on date of manufacture except as noted. Additionally, the State is requiring the following additional supplementary specifications.

The chassis shall be new, not over 12 months old at time of delivery to end-user. There shall be installed on the chassis in the engine compartment a suitable chassis data plate that indicates VIN.

ALTERNATOR: Minimum 210 AMP

FUEL TANK: Largest Available

DRIVER'S SEAT BELT: Seat Belt webbing shall be bright orange

WHEELS & TIRES: Dual rear drive wheels, total six wheels

DRIVE SHAFT: The drive shaft shall have protective metal guards to prevent a broken shaft from touching the ground, contacting any brake line or whipping though the floor.

C. BODY REQUIREMENTS

It is the intent of these specifications to describe a Type – A school/activity bus that shall be basically of all steel construction or of some other material which has at least equivalent strength of all steel construction as certified by the bidder. The completed school bus shall meet all Federal Motor Vehicle Safety Standards (FMVSS), requirements of the State of North Carolina, and, if not in conflict, requirements of the 2015 National School

Transportation Specifications and Procedures". Dealer modification may be required and must be of OEM quality where OEM equipment will not meet specifications.

All parts not specifically mentioned, but necessary to provide a complete school bus, shall be furnished by the contractor and shall conform in strength, quality of materials and workmanship to those provided by engineering practices indicated in these specifications.

VEHICLE DATA PLATE: On the inside of the bus, there shall be installed on a metal surface (1), above the driver and to the left of the visor mounting bracket or (2) directly above the drivers head (ceiling Mounted), a single manufacturer's name plate which can be easily read on which shall be shown the name of the body manufacturer, the name of the chassis manufacturer, the serial number of body, the serial number of the chassis, seating capacity, GVWR, date body built, date chassis built, actual bus height, length, and weight, and actual tire size installed on bus. Actual weight does not refer to G.V.W.R., but instead shall mean the actual weight of the completed bus full of fuel, in accordance with tank size furnished) and fluids.

D. BODY FRAME

Roof Stringers - Two or more roof stringers or longitudinal members equal in strength to roof bows shall be provided to space the roof bows and reinforce the flattest portion of the roof skin. These stringers may be installed between the roof bows or applied externally.

Side Stringers/Longitudinal Members - There shall be one or more side stringers or longitudinal members to connect the vertical structural members and to provide impact and penetration resistance in the event of contact with other vehicles or objects.

The side stringer/longitudinal member shall be installed in the area between the bottom of the window and the bottom of the seat frame and shall extend completely around the bus body, except for the door openings and body cowl panel.

Rear Framing - The emergency doorposts shall extend from the floor sill to the window header and shall be 16-gauge or heavier. There shall be installed on each side of the emergency door posts an additional post equal in strength to the side posts which shall extend from the floor sill to the window sill.

Skirt Reinforcement - There shall be installed at the bottom of the outer paneling a continuous skirt stiffener equal in strength to a 1-inch x 1/8-inch angle. If body construction is of such a design that this type stiffener cannot be used, an additional rail shall be applied externally. Rail to be equal in strength and construction to the guardrails required in the Guardrail Section. This stiffener shall be supported by extending posts or bow-frames or by 16-gauge gussets.

Window Framing - Each passenger window must include a 16-gauge header minimum.

E. EXTERIOR PANELS

Design - Joints in roof panels should occur only at roof bows, roof stringers, and window headers.

Sheet Metal Skin - All paneling above the top of the floor, except the cowl panel and wheel housing shall be of 22-gauge or heavier steel. On the bus roof cap and rear end paneling ONLY, a 1/8" thick reinforced fiberglass or composite material overlaid on an all steel frame is also acceptable.

Wheel Housing - The wheel housing shall be attached to the floor in such a manner as to prevent any water or dust from entering the body. They shall be designed for easy removal of tires and shall be .050" thick metal or heavier. External wheel housing opening shall have a steel or rubber fenderette that extends past outermost portion of tire. Splashguards shall be mounted behind each front wheel and behind each pair of rear wheels in order to prevent debris from being thrown under the bus body.

F. GUARDRAILS

Number - There shall be applied to the outside of the body, three guard rails. These members to be corrugated so as to provide maximum stiffness and shall be .060" thick or heavier. Pressed-in guardrails will not meet these requirements. Guardrails shall be located at the following approximate elevations: floor, seat and windowsill. The

seat level and window level rails are to begin at the entrance door post on the right side of the body and, except for the rear emergency door, extend around the rear of the body to left first full rafter. Where design problems cause difficulty in installing one of the above guardrails, the floor level rail may be extended in its place or an additional stringer installed.

Floor level guardrails shall begin at the entrance door posts on the right side of the body and, except for the wheel house and fuel filler area, shall extend to the right rear body post, and to the left first full rafter and, except for the wheel house, shall extend to the left rear body post, except where design does not permit installation. Splices, if any, to be located at post by lapping the full width of the supporting part of the posts. All guardrails shall be cleaned, primed and rust proofed underneath before being installed on body.

G. BODY TEST

General - Throughout the construction of the body, there shall be evidence of good workmanship and engineering ability. Body shall meet all applicable Federal Motor Vehicle Safety Standards

H. INTERIOR PANELS

Sheet Metal Lining - Panels from windowsill to seat rail shall be either (a) 22-gauge textured and embossed stainless steel, (b) 22-gauge clear-coated galvanized steel sheet, or (c) 22-gauge textured aluminum.

Moldings - The junction of the interior paneling and the floor shall be sealed.

I. SEATING

Description - Seats shall be forward facing and be spaced with the maximum knee room available within standard body lengths. All seats shall be 30"-39" wide and 15" deep and 28" seat back height. Width of seats may vary to accommodate the desired rated capacity. Seats shall be arranged in rows of two or staggered with a minimum 12" center aisle.

Seat Cushion Pad - The cushion pad is to be secured to seat frame by a positive locking mechanism.

Passenger Seat Belts - As required by FMVSS 209, any school bus with a GVWR of 10,000 lbs. or less shall come equipped with Type 2 (lap/shoulder) seat belt assemblies.

All other buses shall also be equipped Type 2 seat belt assemblies at all passenger seating positions. All restraints shall be compatible for use with child safety seats and shall meet applicable FMVSS passenger and child seat regulations. The buckles provided on the restraints shall be able to be threaded through the back or front of a child safety seats.

Belt shall have push button release with under the seat retractors, to hold passengers securely in their seated positions during normal operation of the vehicle.

Fire Block Upholstery Fabric - The upholstery material used to cover all seat cushions and backs shall conform to requirements of the following product specifications and testing:

The base fabrics shall be fire block, un-dyed and the minimum finished weight per square yard shall be 25 oz., lock stitch knit backing. The breakdown of the material shall be as follows:

- Mfg.: Prevail, Kevlar Mfg, Spradling Mfg. or Morbern
- Weight of Film: 38-oz linear yd.
- Finish Weight of Material: 25-oz/sq. yd.
- Product Specifications/Testing:
- Grab tensile (lbs.) ASTM-D751
- Tongue tear (lbs.) Fed 191A-51334
- Tack tear (lbs.) ASTM D751-79 mod.
- Trapezoid tear (lbs.) ASTM D1117

- Adhesion (lbs./in.) ASTM D751
- Seam breakage - AMC method
- Flex testing (1 hr.) CFFA-10
- Blocking-Fed Standard 191-5872
- Low temperature (-20) #5 roller Fed STD 191A-5872
- Abrasion (Wyzenbeek) Fed standard 191A-5304 240 grit-1000
- Puncture Test 28 lbs.
- Minimum 6 stitches per inch using Tex 105 30/6 Spun Kevlar or higher thread.
- Flammability Testing:
- FMVSS - 302
- FAR 25.853
- Boston bag
- 2015 National School Bus Standards fire block material.

All sewing on cushions and backs shall be securely stitched with all seams lock stitched or double stitched with Tex 105 30/6 Spun Kevlar or higher thread count or equal fire block thread. Seam ends shall be backstitched to prevent unraveling. Cushion and backs with cord shall be of same material as upholstery and properly stitched. The same grade of material and construction shall be used in all activity buses. Seat color is to be blue.

J. ASSIST RAIL AND CRASH BARRIER

Assist Rail - Two safety assist handles or rails shall be provided at the front entrance, located on the right and left, securely mounted inside of body and should extend to bottom step to be within approximately 28" of ground. Assist handle shall be made from 1"1/4" OD round stainless architectural tubing or 1"1/4" OD anodized aluminum meeting ADA minimal requirements.

Crash Barrier - Crash barrier shall meet FMVSS No. 222 and 302 and shall be constructed and covered as per seat backs with blue seat material. Crash barrier material shall be fire-block type. Crash Barrier on left and right side of bus shall have a modesty panel between the stanchion bars of crash barrier from floor level to bottom of crash barrier.

K. ELECTRICAL SYSTEM

Daytime Running Lights - Low beam headlights, taillights, parking lights, and marker lights shall operate at full voltage with the ignition on and the headlight switch off. The lights shall not engage while the starter is engaged.

Wiring - All wiring shall conform to the standards of the Society of Automotive Engineers. It shall be color and number coded, insulated and protected by a covering of fibrous loom, or equal covering. All fuse/circuit breaker blocks shall have circuit identification decals.

Wiring should be in circuits as follows: dome and step well lights; flasher lights and stop arm lights if equipped; emergency door buzzer; windshield wipers; heaters and defroster, and turn signal system. Body wiring shall be enclosed in removable metal covers extending from front to rear of body, or durable non-metallic material extending from front to rear of body. All electrical connections between body and chassis should be made at the connection furnished on the chassis. Wires will not be spliced into existing chassis wiring unless required by certain options such as lift interlocks and vandal locks, and in those cases only if the connections are completely weather-sealed against corrosion. 100-amp manual-reset type breaker located under hood to allow bus body electrical disconnect from chassis electrical circuit is required.

Relays - There shall be provided one (two if equipped with eight light system school bus only) constant service, heavy-duty master relays that are to be actuated by the ignition switch and through which all electrical body accessories are to be wired.

Interior Lighting - Interior lights shall consist of at least four flush mounted LED ceiling lights and an adequately protected inside step well LED light. All interior lights, including the step well light, shall be activated when door is opened and engine switch is on.

Clearance and Marker Lights - Combination LED clearance and marker lights shall be installed as required and shall be minimum 4 LED pattern lights.

Eight Light Warning Systems - (School Bus Only) – Each school bus (not activity bus) shall be equipped with LED Eight Light Warning System with four (4) Weldon LED-flashing stoplights and four (4) LED flashing Amber lights with replaceable LEDs and lens. Lens shall be at least seven inches in diameter, or if in a shape other than round, a minimum of 38 square inches. The switch to operate flasher lights is to be located in the control panel in the closest location to the end adjacent to the door switch and will activate the relay from the ignition switch. Any light activation switch must have cancellation capability so that the amber lights may be deactivated without opening the door. The flasher light activation switch is to be red in color. The flasher shall be electronic (Weldon 7000 or InPower SBF90 or SBF94) unless the functionality is provided by an electronic system controller. System shall also include an LED Strobe Circuit Flasher.

Note: Deactivation of eight-light system must occur by closing of entrance door.

Note: All LED lighting to be provided with vehicle manufacturer warranty of 5 years, and to include labor reimbursement through same period.

A system of red and amber signal lamps shall be wired so that all lamps are energized with a three position switch as described below:

L. DOOR SWITCH

The door switch shall include three positions:

- a. Closed position
- b. Eight light reds, stop sign
- c. Eight light red, stop sign, crossing arm and entrance door

Switch should require noticeable pressure to move between positions.

Eight light warning lenses shall be covered with black hoods.

Flashing Stop Arm - School bus only. There shall be installed on the left outside of bus body a flashing stop arm with strobing LEDs and high intensity prismatic sheeting for the stop sign.

Crossing Control Arm – (School Bus Only) An Electric operated SMI 6 or 7 series crossing control arm shall be mounted on the right end of front bumper and operated through stop arm switch in conjunction with the entrance door opening and closing while the 8-light system is active. Arm shall extend approximately 5 ½ feet when in operation, with an electro-magnetic arm retention mount.

LED Turn Signals – Each school and activity bus shall be equipped with two- (2) amber LED, surface mounted, 7-inch round (or, if in a shape other than round, 38 square inch) directional turn signals. LED side directional lights shall be installed on the body to work in conjunction with the directional turn signals.

Strobe Light - An LED strobe light is to be mounted on top of the bus body centered above the rear emergency door 12 – 18 inches from rear edge of roofline. The light is to be wired in conjunction with the ignition switch and be activated only when the ignition switch is in the on position. The light shall meet or exceed Class II SAE J845 standards.

LED Stop/Tail Lights – All buses shall be equipped with four (4) combination stop/tail lights.

Each school and activity bus shall be equipped with two (2) red LED, surface mounted, 7 inch round or, if in a shape other than round, a minimum of 38 square inches, combination brake/tail lights. And an additional two (2) red LED, recessed, 4 inch round brake/tail lights or, if in a shape other than round, a minimum 12 square inches

LED License Plate Lights – Each school and activity bus shall have a LED license plate light. The light is required on the right side over the NC State license plate. A light is not required over the safety message plate.

Reflectors - There shall be installed on the bus body two amber and four red reflectors. The reflectors are to be 3" in diameter.

Backup Warning Alarm - An automatic audible alarm shall be installed behind the rear axle and shall comply with the Society of Automotive Engineering Standard (SAE 994b). The alarm shall be activated when the transmission is placed in reverse gear only.

LED Back-up Lights – Each school and activity bus shall be equipped with two (2) white LED, recessed, 4-inch back-up lights, The LED light may be either circular or rectangular, provided the lighted surface area of each light is minimum 12.5 square inches.

Emergency Door Buzzer - On the rear / side emergency door post at the emergency door lock there shall be installed a switch which is actuated by a maximum of 1/2" travel of the lock bolt. The switch shall be covered and wired to an approved buzzer and panel light system, which meets FMVSS #217 The buzzer and panel light, shall be activated to warn the driver when the emergency door is not properly fastened.

Accessory Power Point Hookup – Must be located in driver's area.

M. HEATING AND VENTILATING

OEM dash heat, air conditioning and defrost must be supplied.

One under seat heater shall be installed in rear of bus body with metal fittings to connect hoses to heater assembly.

N. INSULATION

Material and Location - The space between the exterior and interior perforated roof panels shall be completely covered with a fire-resistant insulation, UL approved, with a minimum R-value of 5.5. Insulation shall be installed so as to prevent sagging. Insulation must be installed above the perforated roof panels in such a manner as to prevent any insulation from filtering through the perforations into the passenger compartment. The space from the bottom of the side windows to the floor level shall be completely covered with fire-resistant insulation, UL approved, with a minimum R-value of 5.5.

The rear wall of bus from the bottom of rear windows to the floor level shall be completely covered with a fire-resistant insulation, UL approved, with a minimum R-value of 5.5. The firewall area of the bus shall also be insulated against engine noise, heat loss and fire penetration in the event of an engine fire.

O. DOORS

Entrance Door - Entrance door shall be panic free, outward opening under control of driver, and so designed as to prevent accidental opening. Door shall seal against a stationary rubber and bottom step edge. Doors shall extend to bottom step. Minimum horizontal clearance shall be 24". Minimum vertical clearance shall be 68". A suitable safety pad shall be installed on interior of door header.

Emergency Door - An emergency door shall be located in the center of the rear of the body. It shall have a minimum horizontal clearance of 24" and a minimum vertical clearance of 48". A suitable safety pad shall be installed on interior of door header that will provide padding on interior of door header.

Rear scope Lens – If not equipped with a backup camera, all buses shall be equipped with a Rearscope prismatic lens. This lens shall be mounted on the rear door upper glass area with the recently updated manufacturer's current and best mounting system. Materials to be a solid acrylic – reversing lens (size 14" x 14").

Safety Roof Vents - All buses shall be equipped with one roof hatch-type emergency exit located in the approximate center of the body that complies with all requirements of FMVSS #217 for emergency exits. SMI 9245 series or equivalent.

P. WINDOWS AND WINDSHIELD

Side Windows - There shall be installed on each side of the body an adjustable split sash window between each framing post. Bottom sash shall be stationary with a minimum clear vertical opening of not less than 9". The 9" clear vertical opening is to be accomplished by lowering top sash. An approved finger-touch-type opener shall control window opening. Glass for window shall be set in an approved galvanized steel channel or extruded aluminum with black finish and shall furnish ample protection from weather and must be guaranteed against leakage from rain. Window visors/gutters shall be provided for all side windows. All side passenger windows shall be tinted glass per requirements of Glass Section.

Emergency Windows - Two side hinged emergency windows, one on each side that meet all requirements FMVSS #217 for emergency exits.

Rear Windows - There shall be installed at the rear of the body on each side of the emergency door, a window set solid in a suitable and waterproof manner. The size and location of the window and quality of window sash is to be approved and tinted same as side passenger windows.

Entrance Door Windows - There shall be installed in each section of the entrance door one or two glasses.

Q. GLASS

Quality - All glass used in the body shall be of the "Safety Glass" type conforming to requirements of the American Safety Code for Safety Glazing Materials. All glass shall be legibly and permanently marked with safety code.

Window and Door Glass - The glass used in the doors and windows shall be of the AS-2 or AS-3 quality meeting FMVSS #205. Glass shall be high quality tinted safety glass.

Side Windows: 26% -31% light transmission

Rear Door Windows: 50% - 62% light transmission

Rear Windows: 26% - 53% light transmission

Entrance Door Windows: 70% - 80% light transmission

R. REAR BUMPER

Size - The rear bumper shall be of pressed steel channel at least .1875 inch +or- .005 inch in thickness and 8" wide (high).

Attachment of Bumper - The bumper shall be attached to the chassis frame in such a manner as to be easily removed, and be so braced, as to develop the full strength of the bumper section from rear or side impact, and shall be so attached, as to prevent hitching of rides. Rear bumper shall extend beyond the rearmost part of the body surface at least 1", measured at the floor line.

S. ACCESSORIES

Interior Mirror - There shall be securely installed on the windshield header a 6" x 16" mirror with safety glass so located as to give the driver a clear view of the entire interior of the bus and the road behind. Mirror must be mounted securely enough to prevent vibration.

Exterior Mirror System - All buses purchased shall be equipped with a mirror system complying with 49 CFR Part 571, FMVSS #111 as adopted by the National Highway Traffic Safety Administration.

The Rear View Mirror System - There shall be installed on each side distortion free glass mirrors. Mirrors shall be mounted on both the left and right side of the bus. Mirrors shall be fully adjustable so as to give the driver a clear view of the rear wheels of the bus and be mounted in accordance with FMVSS 111. The rear vision mirror system shall be capable of providing a view along the right and left sides of the vehicle which will provide the driver a view of the rear tires at ground level, and a minimum distance of 200 feet to the rear of the vehicle. Mirror system shall be heated (all models), with remote controls. (Both mirror heads must be of similar size and viewing area). Switch must be rocker type – no joy stick.

Note: The mirror manufacturer and model number shall be stamped or permanent vinyl tag attached to mirror housing.

The Crossover Mirror System - There shall be installed on each front fender of the chassis one Rosco Hawk-Eye Model 2365H or 3365H quadrispherical mirror. These mirrors shall be mounted on the front corners of the hood assembly. The mirror brackets shall have sufficient supports (steel plate) located on the inside of the hood to prevent the fasteners from pulling through the hood assembly.

NOTE: The heating elements in rearview and crossover mirrors shall be controlled by a single momentary switch incorporated with a 15-20-minute timer located left of driver.

License Holder - Two license plate holders shall be located on the rear of the body on left and right sides. Hole for license plates shall be bored on the left and right sides.

SAFETY INFORMATION LICENSE PLATE – A safety information license plate shall be mounted on the left side license plate holder. The plate, as shown below, will be supplied by DPI and installed by vendor.



Belt Cutter – A Tie-Tech belt cutter shall be installed/attached within the driver's reach.

First Aid Kit - There shall be installed a Grade A first aid kit in a transparent box accessible to the driver. It shall be properly mounted and identified as a first aid kit. Kit shall contain the following contents:

- a) 4" bandage compress - 2 pkg
- b) 2" bandage compress - 2 pkg.
- c) 1" adhesive compress (16 per pkg.) - 2 pkg.
- d) 40" triangular with two safety pins - 2 pkg.
- e) Non Latex Exam Gloves (1 pair med/1 pair large)

Fire Extinguisher – One 5-pound dry chemical stored pressure type with pressure gauge with at least a 10 B:C rating. They shall have been UL rated and labeled. The fire extinguisher shall be secured in a universal mount that will accept any 5-pound fire extinguisher. In addition, the fire extinguisher shall be stenciled: Property of North Carolina Public Schools (unless purchased by another agency from this contract).

Body Fluid Cleanup Kit – Each bus shall have a removable and moisture-proof body fluid cleanup kit in a transparent box accessible to the driver. It shall be properly mounted and identified as a body fluid cleanup kit. Kit shall contain:

- a) 1 - 2-oz. pkg. T.I.L.S.C. powder that sanitizes-deodorizes-encapsulates
- b) 1 - Odor reducing mask
- c) 1 pair – Non-latex exam gloves (large)
- d) 2 – anti-septic wipes
- e) 2 - paper crepe towels
- f) 1 - scraper
- g) 1 - plastic disposal bag w/scoop and tie

Warning Devices - Each bus shall contain at least three reflective triangle road-warning devices that are enclosed in a storage box. These shall be mounted in an accessible location and must meet requirements in FMVSS #125.

T. METAL TREATMENT AND PAINTING

Metal Treatment – 5-year bumper to bumper warranty must be provided on each bus body. Note: 10-year no-rust-through warranty is required on all exterior sheet metal, sheet metal flooring components, and rub rails (if metal). Underside of bus body must be undercoated.

Paint – All paint shall be unleaded polyurethane paint. The hood and fenders (school bus only) shall be painted with National School Bus Yellow polyurethane paint, which meets Federal Standard No. 595a, color 13432. Bumper and wheels shall be painted with jet-black enamel (school bus only). The same brand of paint must be used on the body and chassis.

Activity Bus Paint - Activity bus paint must meet the same standards as the school bus paint except the bus manufacturer shall be required to paint the hood and cowl to match final body color. This cost shall be included in bid price. Bus bodies shall be painted one solid color with appropriate lettering from manufacturer's selection of standard colors.

Manufacturer Logo - No manufacturer logo or names are permitted on the bus exterior except a small nameplate may be installed on the bus exterior in a location to be approved upon inspection of the pilot model. (Note: includes activity bus body).

Interior - The entire interior paneling of the bus, except the sections of aluminized steel and/or clear coated sections, shall be painted.

All other interior items such as the heater, control panel, seat frames, chassis cowl, and modesty panel may be painted a compatible color. One prime coat and two finish coats shall be required.

Floor and Structural Metal - The underside of the floor including the chassis, metal fenders, cowl, and all other exposed structural metals used in the body inside of the skirting from the floor to its bottom edge shall be completely undercoated with rust-proofing material for which the material manufacturer has issued to the bus body manufacturer a notarized certification that materials meet or exceed all performance requirements of SAE J1959. Underside of wheel housing shall be coated with same material.

U. LETTERING

Vinyl Lettering - in all areas as indicated below:

Interior - Above the windshield or other approved acceptable location; the words "SEATING CAPACITY" shall be in letters at least 1 inch high. The seating capacity will be based upon 13-inch rump room for elementary and 18-inch rump room for middle/high school, lettered as follows:

- K– 5 - (Capacity)
- 6–12 – (Capacity)

Note: Any lift-equipped bus must reflect the seating capacities for elementary and high school plus wheelchair positions. Activity Bus capacities must be adjusted for optional seating configurations.

- K–5 - (Capacity) Plus # of wheelchair students
- 6–12 – (Capacity) Plus # of wheelchairs students

V. SCHOOL BUS LETTERING (School Bus Only)

Sides - The words "North Carolina Public Schools" shall be on each side of body in letters 6 inches high. The county number assigned to bus shall be on each side of the bus in an approved place in numerals 6 inches high. The name of the county or school unit to which bus is assigned shall be placed below the words "North Carolina Public Schools" on each side in letters 3 inches high.

Front - On the roof panel of outer visor shall be the words "SCHOOL BUS" in letters not less than 8 inches high. County number assigned to bus shall be on front of body or chassis in an approved location in letters 6 inches high. "SCHOOL BUS" to be on retro-reflective high intensity material.

Rear - On the rear of the body "SCHOOL BUS" shall be in letters not less than 8 inches high. On or over the emergency door shall be the words "EMERGENCY DOOR" in letters 2 inches high. "SCHOOL BUS" to be on retro-reflective high intensity material. County number assigned to bus shall be on rear in an approved location in letters 6 inches high.

W. ACTIVITY BUS LETTERING

Sides - The applicable school system name is to be on each side of the body in letters approximately 6 inches high; such to be designated on the purchase order or by the owner.

Front - On the roof panel of outer visor shall be the words "ACTIVITY BUS" in letters 8 inches high. County number assigned to bus shall be on front of body or chassis in an approved location in letters 6 inches high. "ACTIVITY BUS" to be in retro-reflective high intensity or equal material.

Rear - On the rear of the body, "ACTIVITY BUS" shall be in letters 8 inches high. On or over the emergency door, shall be the words "EMERGENCY DOOR" in letters 2 inches high. "ACTIVITY BUS" to be on retro-reflective high intensity material. County number assigned to bus shall be on rear in letters 6 inches high.

NOTE: Any particular bus number and/or color lettering will be designated on the purchase order or by the owner. Bus bodies to be painted standard one solid color with appropriate lettering from manufacturer's standard body color selections.

X. BODY OPTIONS

AIR CONDITIONING – Air conditioning installation shall be optional. OEM must install if A/C option is selected. Air conditioning should be capable of reducing inside bus air temperature by 20 degrees F within a 20-minute time frame. Test results shall be provided by request. Air conditioning installations shall be of the free-blow type.

Barb style fittings with screw or crimp type clamps shall not be accepted. Sight glass with moisture indicator required. All refrigerant line in A/C system shall be assembled using automotive grade crimp style fittings.

- 52,000 BTU minimum
- One compressor
- One condenser



Air Conditioning Warranty:

Air conditioning system shall be provided with a five (5) year/unlimited mileage warranty. Warranty is to commence on date the respective vehicle is placed in service by the State. DPI will notify bidder of such date. All parts (including related cleaners, fluids, filters etc.), labor, and environmental fees, to correct defects covered under warranty shall be the responsibility of the bidder. By execution of bid, bidder agrees that sample or specimen warranties which may be included with the bid are provided for informational purposes only and are NOT intended to take exception to the above warranty requirement.

Y. POWER LIFT (when requested)

All lift-equipped buses shall be equipped with Braun Century 2 or Ricon Titanium lift that meets all ADA regulations. All lift equipped vehicles provided under this contract must meet FMVSS 403 and FMVSS 404.

Note: Front or rear mount pump to be determined by bus manufacturer.

- a. Lifting mechanism shall be able to lift minimum payload of 800 pounds and shall have been successfully tested by the manufacturer, to a minimum static load of 2400 pounds. Lift to be of the gravity down power-up type.
- b. All edges of the platform shall be designed to protect the wheelchair, wheelchair occupant's feet and operator's feet from being entangled during the raising and lowering process.
- c. Platform (minimum size of 33 inches in width and 51 inches in length) shall be fitted on both sides and rear with full width shields (which extend above the floor line of the lift platform).
- d. A restraining device shall be affixed to the outer edge (curb end) of the platform that fully extends to ground level.
- e. Extra lights shall be provided in the wheelchair area, over lift mechanism and exterior position. Doorways in which lifts are installed shall have, when a lift is to be used, illumination sufficient to light the entrance, and on the lift, when deployed at the vehicle floor level or at ground level.
- f. All sharp edges in power lift area, including door, shall be properly padded.

Note: Rear heater housing edges to be rounded or may have a rounded cap securely and permanently affixed thereto. Exposed sharp edges are not acceptable.

- g. All buses equipped with a wheelchair lift shall include shoulder belt reinforcement tubing above all passenger windows and between bow frames to allow for mounting of wheelchair occupant securing system shoulder belt anchor in the field (e.g. in a school parking lot, by bus drivers or attendants). Written instructions for mounting of shoulder belt anchorage shall be provided.
- h. All school/activity buses equipped with a power lift shall provide a 30-inch aisle leading from any wheelchair/mobility aid position to at least one emergency door and the lift area.
- i. International Symbol of Accessibility – Buses with power lifts used for transporting individuals with disabilities shall display below the window line the International Symbol of Accessibility. Such emblems shall be white on blue background, shall be approximately four (4) to six (6") inches in size, and shall be of high-intensity reflective material meeting U.S. Department of Transportation's Federal Highway Administration (FHWA) FP-85 Standards. Location of symbols to be as follows: (1) on the rear center portion of the rear emergency door; (2) on the right and left lettering belt, adjacent to the entrance door; and (3) aft of the stop arm.



- j. Support Equipment – Support equipment, not applicable to be housed in the under-skirt storage compartment shall require a securement system that would retain securement when a force of 20G's is applied in any direction.



Fire Blanket - Each lift-equipped school bus shall be equipped with Tietech Model # 1007 fire blanket and shall be enclosed in a non-metallic pouch. It shall be identified on the front as to the contents. The pouch shall be mounted on the left side interior wall in the buffer zone, behind the left rear seat as close to the rear entrance door opening as practical on a horizontal and vertical line no higher than the horizontal metal portion of the seat frame.

Power Lift Door - The door shall be located on the right side (when facing bus from the rear) of the bus. It shall have a minimum horizontal clearance of 42 inches and a minimum vertical clearance of 60 inches. Door shall be

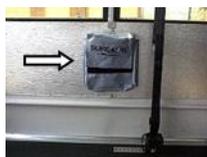
hinged on the forward side with an approved type of hinge and open outward meeting FMVSS 217 requirements. Door is to be designed to open and close from inside or outside of the bus. Latch must be of the same design as the rear emergency door latch. Lift door shall be metal, double wall, and shall be provided with suitable weather stripping to prevent leaks. The door must have a mechanism to hold the door open from either inside, or outside of the bus.

Note: Must have handle which is easily reachable from inside the bus to assist in closing door during latch procedure.



Z. WHEELCHAIR ANCHORS AND OCCUPANT SECUREMENT SYSTEM

1. The Mobility Aid Securement and Occupancy Restraint System shall be designed, installed and operated to accommodate passengers in a forward facing orientation within the vehicle.
2. For each Mobility Aid Securement System provided, a Type 2, three-point occupant restraint system consisting of a lap (pelvic) belt and a shoulder (upper torso) belt complying with all applicable provisions of 49CFR, Part 571, shall be provided for use by mobility aid users.
3. The Occupant Restraint System shall be equipped with a single point, push-button “quick disconnect” for the lap belt and the lower end of the shoulder belt, to provide immediate release of the occupant in the event of an emergency evacuation.
4. The shoulder belt system shall provide a vertical height adjuster with 12 inches of vertical adjustment for proper placement of the shoulder belt.
5. The Mobility Aid Securement System shall utilize four adjustable Securement strap assemblies that attach to structural members of the mobility aid at four separate points: two strap assemblies for attachment to the front of the mobility aid, and two strap assemblies for attachment to the rear of the mobility aid.
6. Each front Securement strap assembly shall be capable of withstanding a minimum static load force of 5,000 pounds. Each rear Securement strap assembly shall be capable of withstanding a minimum static load force of 6,000 pounds.
7. The Mobility Aid Securement System shall utilize positive-locking anchorage and attachment hardware to prohibit accidental or inadvertent release of the system.
8. The Mobility Aid Securement Strap Assemblies shall be composed of a different size or color of material than the Occupant Restraint Belts to provide quick visual identification of the two systems and to distinguish the separate function.
9. Each of the individual securement straps and restraint belt assemblies shall be marked with the manufacturer’s name, part number, month and year of manufacture.
10. The Mobile Aid Securement and Occupant Restraint System shall be subjected to, and successfully pass, a dynamic 30mph/20g force Impact Test per Society of Automotive Engineer’s SAEJ2249 Wheelchair Tie down and Occupant Restraint Systems for use in Motor Vehicles document. The testing shall be performed by experienced personnel using an impact simulator and proven ability to provide reliable, accurate and repeatable.
11. A storage container shall be provided for each securement station to allow for clean storage of the system straps and belts when not in use. A separate space within the container shall also be provided to insert detailed operation instructions for use of the entire system.



AA. OCCUPANT SECUREMENT

All wheelchair positions shall be equipped with an occupant protection and securement system meeting the requirement of FMVSS 209 and 210. The design of the securement system shall reference, as a standard, the Surelock Titan Series or Q'Straint QRT Series four-point wheelchair anchor system. Adjustable attachment points of the overhead torso belt connectors shall be identified in some manner that a prudent operator would assure achieving the design angle of pull relative to the physical dimensions of the person being transported.

NOTE: All lift-equipped school/activity buses shall be equipped with securement for two (2) wheelchair positions.

BB. ALTERNATE POWER LIFT SCHOOL / ACTIVITY BUS

(Additional/requirements/specifications and/or modifications) Body Designed for Flat Floor Configuration - The floor shall be designed to provide a solid platform for the flat floor body configuration that allows the elimination of wheelhouse intrusion.

This floor design shall have been successfully crash tested to provide compliance with FMVSS. In addition, the floor shall be equipped with continuous aluminum button tracks (full length of floor, to include wheel chair securement and CSRS seats. Button style tracking shall be installed continuous length of bus above all windows for shoulder belt attachment. This will provide maximum flexibility in seating and wheelchair positions. Fully seat remainder of bus body with 39-inch seats and leave space for two-wheel chair positions.

Note: Flat floor buses shall come equipped with Securement belts for two wheel chairs.

Child Safety Restraint Systems Optional (CSRS) - Buses equipped with Integrated Child Restraint Seats that meet FMVSS 210, 213, 222, 225 and 302 (Fire Block Test). All CSRS attachment hardware and anchorage systems must meet FMVSS 210, Seat Belt Anchorage or FMVSS 225, Tether Anchorage and Child Restraint Anchorage Systems. (CE White CR11-39, IMMI Safeguard Model #ICS-39, or Collins Model Dura –Straint)



5.2 DHHS TYPE A ACTIVITY BUS SPECIFICATIONS

It is the intent of these specifications to describe minimum requirements for an all steel frame bus meeting all FMVSS for Type-A Activity buses for the North Carolina Department of Health and Human Services. The purchases shall be for Activity buses.

A. DUAL REAR WHEEL CHASSIS AND BODY CONFIGURATION

- SMALL CONFIGURATION: Max 14 Passengers plus the driver
- **Maximum Federal Allowed knee room in all positions is preferred.
- GM, Chevrolet or Ford Chassis

Warranties are required for the following:

- CHASSIS: Minimum 3 year/36,000-mile Bumper-to-Bumper Warranty.
- CHASSIS: Minimum 5 year/60,000-mile Powertrain Warranty.
- BODY: Minimum 5-year Bumper-to-Bumper Warranty
- LED LIGHTS: Minimum 5-year warranty
- SHEET METAL: 10-year no-rust-through warranty on all exterior sheet metal, sheet metal flooring components, and rub rails (if metal).
- AIR CONDINTIONING: Air conditioning system shall be provided with a five-year/unlimited mileage warranty

B. CHASSIS REQUIREMENTS

The completed Activity bus shall meet all Federal Motor Vehicle Safety Standards (FMVSS), requirements of the State of North Carolina and, if not in conflict, requirements of the 2015 "National School Transportation Specifications and Procedures" in effect on date of manufacture except as noted. Additionally, the State is requiring the following additional supplementary specifications.

The chassis shall be new, not over 12 months old at time of delivery to end-user. There shall be installed on the chassis in the engine compartment a suitable chassis data plate that indicates VIN.

Alternator: Minimum 210 AMP

Fuel Tank: Largest Available

Driver's Seat Belt: Seat Belt webbing shall be bright orange

Wheels & Tires: Dual rear drive wheels, total six wheels

Drive Shaft: The drive shaft shall have protective metal guards to prevent a broken shaft from touching the ground, contacting any brake line or whipping through the floor.

C. BODY REQUIREMENTS

It is the intent of these specifications to describe a Type – A activity bus that shall be basically of all steel construction or of some other material which has at least equivalent strength of all steel construction as certified by the bidder. The completed activity bus shall meet all Federal Motor Vehicle Safety Standards (FMVSS), requirements of the State of North Carolina, and, if not in conflict, requirements of the 2015 National School Transportation Specifications and Procedures". Dealer modification may be required and must be of OEM quality where OEM equipment will not meet specifications.

All parts not specifically mentioned, but necessary to provide a complete activity bus, shall be furnished by the contractor and shall conform in strength, quality of materials and workmanship to those provided by engineering practices indicated in these specifications.

Vehicle Data Plate: On the inside of the bus, there shall be installed on a metal surface (1), above the driver and to the left of the visor mounting bracket or (2) directly above the drivers head (ceiling Mounted), a single manufacturer's name plate which can be easily read on which shall be shown the name of the body manufacturer, the name of the chassis manufacturer, the serial number of body, the serial number of the chassis, seating capacity, GVWR, date body built, date chassis built, actual bus height, length, and weight, and actual tire size installed on bus. Actual weight does not refer to G.V.W.R., but instead shall mean the actual weight of the completed bus full of fuel, in accordance with tank size furnished) and fluids.

MANUFACTURER LOGO: No manufacturer logo or names are permitted on the bus exterior except a small nameplate may be installed on the bus exterior in a location to be approved upon inspection of the pilot model.

D. BODY FRAME

Roof Stringers - Two or more roof stringers or longitudinal members equal in strength to roof bows shall be provided to space the roof bows and reinforce the flattest portion of the roof skin. These stringers may be installed between the roof bows or applied externally.

Side Stringers/Longitudinal Members - There shall be one or more side stringers or longitudinal members to connect the vertical structural members and to provide impact and penetration resistance in the event of contact with other vehicles or objects.

The side stringer/longitudinal member shall be installed in the area between the bottom of the window and the bottom of the seat frame and shall extend completely around the bus body, except for the door openings and body cowl panel.

Rear Framing - The emergency doorposts shall extend from the floor sill to the window header and shall be 16-gauge or heavier. There shall be installed on each side of the emergency door posts an additional post equal in strength to the side posts which shall extend from the floor sill to the window sill.

Skirt Reinforcement - There shall be installed at the bottom of the outer paneling a continuous skirt stiffener equal in strength to a 1-inch x 1/8-inch angle. If body construction is of such a design that this type stiffener cannot be

used, an additional rail shall be applied externally. Rail to be equal in strength and construction to the guardrails required in the Guardrail Section. This stiffener shall be supported by extending posts or bow-frames or by 16-gauge gussets.

Window Framing - Each passenger window must include a 16-gauge header minimum.

E. EXTERIOR PANELS

Design - Joints in roof panels should occur only at roof bows, roof stringers, and window headers.

Sheet Metal Skin - All paneling above the top of the floor, except the cowl panel and wheel housing shall be of 22-gauge or heavier steel. On the bus roof cap and rear end paneling ONLY, a 1/8" thick reinforced fiberglass or composite material overlaid on an all steel frame is also acceptable.

Wheel Housing - The wheel housing shall be attached to the floor in such a manner as to prevent any water or dust from entering the body. They shall be designed for easy removal of tires and shall be .050" thick metal or heavier. External wheel housing opening shall have a steel or rubber fenderette that extends past outermost portion of tire. Splashguards shall be mounted behind each front wheel and behind each pair of rear wheels in order to prevent debris from being thrown under the bus body.

F. GUARDRAILS

Number - There shall be applied to the outside of the body, three guard rails. These members to be corrugated so as to provide maximum stiffness and shall be .060" thick or heavier. Pressed-in guardrails will not meet these requirements. Guardrails shall be located at the following approximate elevations: floor, seat and windowsill. The seat level and window level rails are to begin at the entrance door post on the right side of the body and, except for the rear emergency door, extend around the rear of the body to left first full rafter. Where design problems cause difficulty in installing one of the above guardrails, the floor level rail may be extended in its place or an additional stringer installed.

Floor level guardrails shall begin at the entrance door posts on the right side of the body and, except for the wheel house and fuel filler area, shall extend to the right rear body post, and to the left first full rafter and, except for the wheel house, shall extend to the left rear body post, except where design does not permit installation. Splices, if any, to be located at post by lapping the full width of the supporting part of the posts. All guardrails shall be cleaned, primed and rust proofed underneath before being installed on body.

G. BODY TEST

General - Throughout the construction of the body, there shall be evidence of good workmanship and engineering ability.

Body shall meet all applicable Federal Motor Vehicle Safety Standards

H. INTERIOR PANELS

Sheet Metal Lining - Panels from windowsill to seat rail shall be either (a) 22-gauge textured and embossed stainless steel, (b) 22-gauge clear-coated galvanized steel sheet, or (c) 22-gauge textured aluminum.

Moldings - The junction of the interior paneling and the floor shall be sealed.

I. SEATING

Description - Seats shall be forward facing and be spaced with the maximum knee room available within standard body lengths. All seats shall be 30"-39" wide and 15" deep and 28" seat back height. Width of seats may vary to accommodate the desired rated capacity. Seats shall be arranged in rows of two or staggered with a minimum 12" center aisle.

Seat Cushion Pad - The cushion pad is to be secured to seat frame by a positive locking mechanism.

Passenger Seat Belts - As required by FMVSS 209, any activity bus with a GVWR of 10,000 lbs. or less shall come equipped with Type 2 (lap/shoulder) seat belt assemblies.

All other buses shall also be equipped Type 2 seat belt assemblies at all passenger seating positions. All restraints shall be compatible for use with child safety seats and shall meet applicable FMVSS passenger and child seat

regulations. The buckles provided on the restraints shall be able to be threaded through the back or front of a child safety seats.

Belt shall have push button release with under the seat retractors, to hold passengers securely in their seated positions during normal operation of the vehicle.

Fire Block Upholstery Fabric - The upholstery material used to cover all seat cushions and backs shall conform to requirements of the following product specifications and testing:

The base fabrics shall be fire block, un-dyed and the minimum finished weight per square yard shall be 25 oz., lock stitch knit backing. The breakdown of the material shall be as follows:

- Mfg.: Prevail, Kevlar Mfg, Spradling Mfg. or Morbern
- Weight of Film: 38-oz linear yd.
- Finish Weight of Material: 25-oz/sq. yd.
- Product Specifications/Testing:
- Grab tensile (lbs.) ASTM-D751
- Tongue tear (lbs.) Fed 191A-51334
- Tack tear (lbs.) ASTM D751-79 mod.
- Trapezoid tear (lbs.) ASTM D1117
- Adhesion (lbs./in.) ASTM D751
- Seam breakage - AMC method
- Flex testing (1 hr.) CFFA-10
- Blocking-Fed Standard 191-5872
- Low temperature (-20) #5 roller Fed STD 191A-5872
- Abrasion (Wyzenbeek) Fed standard 191A-5304 240 grit-1000
- Puncture Test 28 lbs.
- Minimum 6 stitches per inch using Tex 105 30/6 Spun Kevlar or higher thread.
- Flammability Testing:
- FMVSS - 302
- FAR 25.853
- Boston bag
- 2015 National School Bus Standards fire block material.

All sewing on cushions and backs shall be securely stitched with all seams lock stitched or double stitched with Tex 105 30/6 Spun Kevlar or higher thread count or equal fire block thread. Seam ends shall be backstitched to prevent unraveling. Cushion and backs with cord shall be of same material as upholstery and properly stitched. The same grade of material and construction shall be used in all activity buses. Seat color is to be blue.

J. ASSIST RAIL AND CRASH BARRIER

Assist Rail - Two safety assist handles or rails shall be provided at the front entrance, located on the right and left, securely mounted inside of body and should extend to bottom step to be within approximately 28" of ground. Assist handle shall be made from 1"1/4" OD round stainless architectural tubing or 1"1/4" OD anodized aluminum meeting ADA minimal requirements.

Crash Barrier - Crash barrier shall meet FMVSS No. 222 and 302 and shall be constructed and covered as per seat backs with blue seat material. Crash barrier material shall be fire-block type. Crash Barrier on left and right

side of bus shall have a modesty panel between the stanchion bars of crash barrier from floor level to bottom of crash barrier.

K. ELECTRICAL SYSTEM

Daytime Running Lights - Low beam headlights, taillights, parking lights, and marker lights shall operate at full voltage with the ignition on and the headlight switch off. The lights shall not engage while the starter is engaged.

Wiring - All wiring shall conform to the standards of the Society of Automotive Engineers. It shall be color and number coded, insulated and protected by a covering of fibrous loom, or equal covering. All fuse/circuit breaker blocks shall have circuit identification decals.

Wiring should be in circuits as follows: dome and step well lights; flasher lights and stop arm lights if equipped; emergency door buzzer; windshield wipers; heaters and defroster, and turn signal system. Body wiring shall be enclosed in removable metal covers extending from front to rear of body, or durable non-metallic material extending from front to rear of body. All electrical connections between body and chassis should be made at the connection furnished on the chassis. Wires will not be spliced into existing chassis wiring unless required by certain options such as lift interlocks and vandal locks, and in those cases only if the connections are completely weather-sealed against corrosion. 100-amp manual-reset type breaker located under hood to allow bus body electrical disconnect from chassis electrical circuit is required.

Relays - There shall be provided one constant service, heavy-duty master relays that are to be actuated by the ignition switch and through which all electrical body accessories are to be wired.

Interior Lighting - Interior lights shall consist of at least four flush mounted LED ceiling lights and an adequately protected inside step well LED light. All interior lights, including the step well light, shall be activated when door is opened and engine switch is on.

Clearance and Marker Lights - Combination LED clearance and marker lights shall be installed as required and shall be minimum 4 LED pattern lights.

Four Light Warning Systems - (Activity Bus) – Each activity bus shall be equipped with LED Four Light Warning System with four (4) Weldon LED-flashing stoplights with replaceable LEDs and lens. Lens shall be at least seven inches in diameter, or if in a shape other than round, a minimum of 38 square inches. The switch to operate flasher lights is to be located in the control panel in the closest location to the end adjacent to the door switch and will activate the relay from the ignition switch. Any light activation switch must have cancellation capability so that the red lights may be deactivated without opening the door. The flasher light activation switch is to be red in color. The flasher shall be electronic (Weldon 7000 or InPower SBF90 or SBF94) unless the functionality is provided by an electronic system controller. System shall also include an LED Strobe Circuit Flasher.

Note: All LED lighting to be provided with vehicle manufacturer warranty of 5 years, and to include labor reimbursement through same period.

A system of red signal lamps shall be wired so that all lamps are energized with a three-position switch as described below:

L. DOOR SWITCH

The door switch shall include three positions:

- a. Closed position
- b. Four light red, stop sign
- c. Four light red, stop sign, and entrance door

Switch should require noticeable pressure to move between positions.

Four light warning lenses shall be covered with white hoods.

Flashing Stop Arm - There shall be installed on the left outside of bus body a flashing stop arm with strobing LEDs and high intensity prismatic sheeting for the stop sign.

LED Turn Signals – Each activity bus shall be equipped with two- (2) amber LED, surface mounted, 7-inch round (or, if in a shape other than round, 38 square inch) directional turn signals. LED side directional lights shall be installed on the body to work in conjunction with the directional turn signals.

Strobe Light - An LED strobe light is to be mounted on top of the bus body centered above the rear emergency door 12 – 18 inches from rear edge of roofline. The light is to be wired in conjunction with the ignition switch and be activated only when the ignition switch is in the on position. The light shall meet or exceed Class II SAE J845 standards.

LED Stop/Tail Lights – All buses shall be equipped with four (4) combination stop/tail lights.

Each activity bus shall be equipped with two (2) red LED, surface mounted, 7 inch round or, if in a shape other than round, a minimum of 38 square inches, combination brake/tail lights. And an additional two (2) red LED, recessed, 4 inch round brake/tail lights or, if in a shape other than round, a minimum 12 square inches

LED License Plate Lights – Each activity bus shall have a LED license plate light. The light is required on the right side over the NC State license plate. A light is not required over the safety message plate.

Reflectors - There shall be installed on the bus body two amber and four red reflectors. The reflectors are to be 3” in diameter.

Backup Camera – Each activity bus shall be equipped with a wired in rear back up camera, integrated into the driver rear view mirror, shall have a 180-degree view angle and be weather/water proof. The backup camera shall be activated when the transmission is placed in reverse gear and/or Four Light Warning System activated.

Backup Warning Alarm - An automatic audible alarm shall be installed behind the rear axle and shall comply with the Society of Automotive Engineering Standard (SAE 994b). The alarm shall be activated when the transmission is placed in reverse gear only.

LED Back-up Lights – Each activity bus shall be equipped with two (2) white LED, recessed, 4-inch back-up lights, The LED light may be either circular or rectangular, provided the lighted surface area of each light is minimum 12.5 square inches.

Emergency Door Buzzer - On the rear / side emergency door post at the emergency door lock there shall be installed a switch which is actuated by a maximum of 1/2” travel of the lock bolt. The switch shall be covered and wired to an approved buzzer and panel light system, which meets FMVSS #217 The buzzer and panel light, shall be activated to warn the driver when the emergency door is not properly fastened.

Accessory Power Point Hookup – Must be located in driver’s area.

M. HEATING AND VENTILATING

OEM dash heat, air conditioning and defrost must be supplied.

One under seat heater shall be installed in rear of bus body with metal fittings to connect hoses to heater assembly.

N. INSULATION

Material and Location - The space between the exterior and interior perforated roof panels shall be completely covered with a fire-resistant insulation, UL approved, with a minimum R-value of 5.5. Insulation shall be installed so as to prevent sagging. Insulation must be installed above the perforated roof panels in such a manner as to prevent any insulation from filtering through the perforations into the passenger compartment. The space from the bottom of the side windows to the floor level shall be completely covered with fire-resistant insulation, UL approved, with a minimum R-value of 5.5.

The rear wall of bus from the bottom of rear windows to the floor level shall be completely covered with a fire-resistant insulation, UL approved, with a minimum R-value of 5.5. The firewall area of the bus shall also be insulated against engine noise, heat loss and fire penetration in the event of an engine fire.

O. DOORS

Entrance Door - Entrance door shall be panic free, outward opening under control of driver, and so designed as to prevent accidental opening. Door shall seal against a stationary rubber and bottom step edge. Doors shall extend to bottom step. Minimum horizontal clearance shall be 24". Minimum vertical clearance shall be 68". A suitable safety pad shall be installed on interior of door header.

Emergency Door - An emergency door shall be located in the center of the rear of the body. It shall have a minimum horizontal clearance of 24" and a minimum vertical clearance of 48". A suitable safety pad shall be installed on interior of door header that will provide padding on interior of door header.

Rear Scope Lens – All buses shall be equipped with a Rearscope prismatic lens. This lens shall be mounted on the rear door upper glass area with the recently updated manufacturer's current and best mounting system. Materials to be a solid acrylic – reversing lens (size 14" x 14").

Safety Roof Vents - All buses shall be equipped with one roof hatch-type emergency exit located in the approximate center of the body that complies with all requirements of FMVSS #217 for emergency exits. SMI 9245 series or equivalent.

P. WINDOWS AND WINDSHIELD

Side Windows - There shall be installed on each side of the body an adjustable split sash window between each framing post. Bottom sash shall be stationary with a minimum clear vertical opening of not less than 9". The 9" clear vertical opening is to be accomplished by lowering top sash. An approved finger-touch-type opener shall control window opening. Glass for window shall be set in an approved galvanized steel channel or extruded aluminum with black finish and shall furnish ample protection from weather and must be guaranteed against leakage from rain. Window visors/gutters shall be provided for all side windows. All side passenger windows shall be tinted glass per requirements of Glass Section.

Emergency Windows – Two side hinged emergency windows, one on each side that meet all requirements FMVSS #217 for emergency exits.

Rear Windows - There shall be installed at the rear of the body on each side of the emergency door, a window set solid in a suitable and waterproof manner. The size and location of the window and quality of window sash is to be approved and tinted same as side passenger windows.

Entrance Door Windows - There shall be installed in each section of the entrance door one or two glasses.

Q. GLASS

Quality - All glass used in the body shall be of the "Safety Glass" type conforming to requirements of the American Safety Code for Safety Glazing Materials. All glass shall be legibly and permanently marked with safety code.

Window and Door Glass - The glass used in the doors and windows shall be of the AS-2 or AS-3 quality meeting FMVSS #205. Glass shall be high quality tinted safety glass.

- a. Side Windows: 26% -31% light transmission
- b. Rear Door Windows: 50% - 62% light transmission
- c. Rear Windows: 26% - 53% light transmission
- d. Entrance Door Windows: 70% - 80% light transmission

R. REAR BUMPER

Size - The rear bumper shall be of pressed steel channel at least .1875 inch +or- .005 inch in thickness and 8" wide (high).

Attachment of Bumper - The bumper shall be attached to the chassis frame in such a manner as to be easily removed, and be so braced, as to develop the full strength of the bumper section from rear or side impact, and shall be so attached, as to prevent hitching of rides. Rear bumper shall extend beyond the rearmost part of the body surface at least 1", measured at the floor line.

S. ACCESSORIES

Interior Mirror - There shall be securely installed on the windshield header a 6" x 16" mirror with safety glass so located as to give the driver a clear view of the entire interior of the bus and the road behind. Mirror must be mounted securely enough to prevent vibration.

Exterior Mirror System - All activity buses shall be equipped with a mirror system complying with 49 CFR Part 571, FMVSS #111 as adopted by the National Highway Traffic Safety Administration.

The Rear View Mirror System - There shall be installed on each side distortion free glass mirrors. Mirrors shall be mounted on both the left and right side of the bus. Mirrors shall be fully adjustable so as to give the driver a clear view of the rear wheels of the bus and be mounted in accordance with FMVSS 111. The rear vision mirror system shall be capable of providing a view along the right and left sides of the vehicle which will provide the driver a view of the rear tires at ground level, and a minimum distance of 200 feet to the rear of the vehicle. Mirror system shall be heated (all models), with remote controls. (Both mirror heads must be of similar size and viewing area). Switch must be rocker type – no joy stick.

Note: The mirror manufacturer and model number shall be stamped or permanent vinyl tag attached to mirror housing.

The Crossover Mirror System - There shall be installed on each front fender of the chassis one Rosco Hawk-Eye Model 2365H or 3365H quadra spherical mirror. These mirrors shall be mounted on the front corners of the hood assembly. The mirror brackets shall have sufficient supports (steel plate) located on the inside of the hood to prevent the fasteners from pulling through the hood assembly.

Note: The heating elements in rearview and crossover mirrors shall be controlled by a single momentary switch incorporated with a 15-20-minute timer located left of driver.

License Holder - Two license plate holders shall be located on the rear of the body on left and right sides. Hole for license plates shall be bored on the left and right sides.

SAFETY INFORMATION LICENSE PLATE – A safety information license plate shall be mounted on the left side license plate holder. The plate, as shown below, will be supplied by DHHS and vendor to provide necessary hardware to secure license plate.



Belt Cutter – A Tie-Tech belt cutter shall be installed/attached within the driver's reach.

First Aid Kit - There shall be installed a Grade A first aid kit in a transparent box accessible to the driver. It shall be properly mounted and identified as a first aid kit. Kit shall contain the following contents:

- a. 4" bandage compress - 2 pkg
- b. 2" bandage compress - 2 pkg.
- c. 1" adhesive compress (16 per pkg.) - 2 pkg.
- d. 40" triangular with two safety pins - 2 pkg.
- e. Non Latex Exam Gloves (1 pair med/1 pair large)

Fire Extinguisher – One 5-pound dry chemical stored pressure type with pressure gauge with at least a 10 B:C rating. They shall have been UL rated and labeled. The fire extinguisher shall be secured in a universal mount that will accept any 5-pound fire extinguisher. In addition, the fire extinguisher shall be stenciled: Property of North Carolina Department of Health and Human Services (NC DHHS).

Body Fluid Cleanup Kit – Each bus shall have a removable and moisture-proof body fluid cleanup kit in a transparent box accessible to the driver. It shall be properly mounted and identified as a body fluid cleanup kit. Kit shall contain:

- a. 1 - 2-oz. pkg. T.I.L.S.C. powder that sanitizes-deodorizes-encapsulates
- b. 1 - Odor reducing mask
- c. 1 pair – Non-latex exam gloves (large)
- d. 2 – anti-septic wipes
- e. 2 - paper crepe towels
- f. 1 - scraper
- g. 1 - plastic disposal bag w/scoop and tie

Warning Devices - Each bus shall contain at least three reflective triangle road-warning devices that are enclosed in a storage box. These shall be mounted in an accessible location and must meet requirements in FMVSS #125.

T. METAL TREATMENT AND PAINTING

Metal Treatment – 5-year bumper to bumper warranty must be provided on each bus body. Note: 10-year no-rust-through warranty is required on all exterior sheet metal, sheet metal flooring components, and rub rails (if metal). Underside of bus body must be undercoated.

Paint – All paint shall be unleaded polyurethane paint. The hood, fenders and bumpers shall be painted with polyurethane paint, which meets Federal Standard No. 595a, color scheme to be determined on purchase order by the agency. The same brand of paint must be used on the body and chassis. **Vendor is to provide available paint color options with bid submission.**

Interior - The entire interior paneling of the bus, except the sections of aluminized steel and/or clear coated sections, shall be painted. All other interior items such as the heater, control panel, seat frames, chassis cowl, and modesty panel may be painted a compatible color. One prime coat and two finish coats shall be required. **Vendor is to provide available samples of compatible colors with bid submission.**

Floor and Structural Metal - The underside of the floor including the chassis, metal fenders, cowl, and all other exposed structural metals used in the body inside of the skirting from the floor to its bottom edge shall be completely undercoated with rust-proofing material for which the material manufacturer has issued to the bus body manufacturer a notarized certification that materials meet or exceed all performance requirements of SAE J1959. Underside of wheel housing shall be coated with same material.

U. LETTERING

Vinyl Lettering - in all areas as indicated below:

Interior - Above the windshield or other approved acceptable location; the words "SEATING CAPACITY" shall be in letters at least 1 inch high. The seating capacity will be based upon 13-inch rump room for elementary and 18-inch rump room for middle/high school, lettered as follows:

- K– 5 - (Capacity)
- 6–12 – (Capacity)

Note: Lift-equipped bus must reflect the seating capacities for elementary and high school plus wheelchair positions. Activity Bus capacities must be adjusted for optional seating configurations.

- K–5 - (Capacity) Plus # of wheelchair students
- 6–12 – (Capacity) Plus # of wheelchairs students

V. ACTIVITY BUS LETTERING

Sides - The words "NC DHHS " shall be on each side of body in letters 6 inches high. The DHHS number assigned to bus shall be on each side of the bus in an approved place in numerals 6 inches high.

Front - On the roof panel of outer visor shall be the words "ACTIVITY BUS" in letters 8 inches high. DHHS number assigned to bus shall be on front of body or chassis in an approved location in letters 6 inches high. "ACTIVITY BUS" to be in retro-reflective high intensity or equal material.

Rear - On the rear of the body, "ACTIVITY BUS" shall be in letters 8 inches high. On or over the emergency door, shall be the words "EMERGENCY DOOR" in letters 2 inches high. "ACTIVITY BUS" to be on retro-reflective high intensity material. DHHS number assigned to bus shall be on rear in letters 6 inches high.

Note: Any particular bus number and/or color lettering will be designated on the purchase order or by the owner. Bus bodies to be painted standard one solid color with appropriate lettering from manufacturer's standard body color selections.

W. BODY OPTIONS

AIR CONDITIONING – Air conditioning installation shall be required and OEM must install. Air conditioning should be capable of reducing inside bus air temperature by 20 degrees F within a 20-minute time frame. Test results shall be provided by request. Air conditioning installations shall be of the free-blow type.

Barb style fittings with screw or crimp type clamps shall not be accepted. Sight glass with moisture indicator required. All refrigerant line in A/C system shall be assembled using automotive grade crimp style fittings.

- 52,000 BTU minimum
- One compressor
- One condenser



Air Conditioning Warranty:

Air conditioning system shall be provided with a five-year/unlimited mileage warranty. Warranty is to commence on date the respective vehicle is placed in service by the State. DPI will notify bidder of such date. All parts (including related cleaners, fluids, filters etc.), labor, and environmental fees, to correct defects covered under warranty shall be the responsibility of the bidder. By execution of bid, bidder agrees that sample or specimen warranties which may be included with the bid are provided for informational purposes only and are NOT intended to take exception to the above warranty requirement.

POWER LIFT (required)

All lift-equipped buses shall be equipped with Braun Century 2 or Ricon Titanium lift that meets all ADA regulations. All lift equipped vehicles provided under this contract must meet FMVSS 403 and FMVSS 404.

Note: Front or rear mount pump to be determined by bus manufacturer.

- a. Lifting mechanism shall be able to lift minimum payload of 800 pounds and shall have been successfully tested by the manufacturer, to a minimum static load of 2400 pounds. Lift to be of the gravity down power-up type.
- b. All edges of the platform shall be designed to protect the wheelchair, wheelchair occupant's feet and operator's feet from being entangled during the raising and lowering process.
- c. Platform (minimum size of 33 inches in width and 51 inches in length) shall be fitted on both sides and rear with full width shields (which extend above the floor line of the lift platform).
- d. A restraining device shall be affixed to the outer edge (curb end) of the platform that fully extends to ground level.
- e. Extra lights shall be provided in the wheelchair area, over lift mechanism and exterior position. Doorways in which lifts are installed shall have, when a lift is to be used, illumination sufficient to light the entrance, and on the lift, when deployed at the vehicle floor level or at ground level.
- f. All sharp edges in power lift area, including door, shall be properly padded.

Note: Rear heater housing edges to be rounded or may have a rounded cap securely and permanently affixed thereto. Exposed sharp edges are not acceptable.

- g. All buses equipped with a wheelchair lift shall include shoulder belt reinforcement tubing above all passenger windows and between bow frames to allow for mounting of wheelchair occupant securing system shoulder belt anchor in the field (e.g. in a school parking lot, by bus drivers or attendants). Written instructions for mounting of shoulder belt anchorage shall be provided.
- h. All activity buses equipped with a power lift shall provide a 30-inch aisle leading from any wheelchair/mobility aid position to at least one emergency door and the lift area.
- i. International Symbol of Accessibility – Buses with power lifts used for transporting individuals with disabilities shall display below the window line the International Symbol of Accessibility. Such emblems shall be white on blue background, shall be approximately four (4) to six (6") inches in size, and shall be of high-intensity reflective material meeting U.S. Department of Transportation's Federal Highway Administration (FHWA) FP-85 Standards. Location of symbols to be as follows: (1) on the rear center portion of the rear emergency door; (2) on the right and left lettering belt, adjacent to the entrance door.



- j. Support Equipment – Support equipment, not applicable to be housed in the under- skirt storage compartment shall require a securement system that would retain securement when a force of 20G's is applied in any direction.



Fire Blanket - Each lift-equipped activity bus shall be equipped with Tietech Model # 1007 fire blanket and shall be enclosed in a non-metallic pouch. It shall be identified on the front as to the contents. The pouch shall be mounted on the left side interior wall in the buffer zone, behind the left rear seat as close to the rear entrance door opening as practical on a horizontal and vertical line no higher than the horizontal metal portion of the seat frame.

Power Lift Door - The door shall be located on the right side (when facing bus from the rear) of the bus. It shall have a minimum horizontal clearance of 42 inches and a minimum vertical clearance of 60 inches. Door shall be hinged on the forward side with an approved type of hinge and open outward meeting FMVSS 217 requirements. Door is to be designed to open and close from inside or outside of the bus. Latch must be of the same design as the rear emergency door latch. Lift door shall be metal, double wall, and shall be provided with suitable weather stripping to prevent leaks. The door must have a mechanism to hold the door open from either inside, or outside of the bus.

Note: Must have handle which is easily reachable from inside the bus to assist in closing door during latch procedure.



X. WHEELCHAIR ANCHORS AND OCCUPANT SECUREMENT SYSTEM

- a. The Mobility Aid Securement and Occupancy Restraint System shall be designed, installed and operated to accommodate passengers in a forward-facing orientation within the vehicle.
- b. For each Mobility Aid Securement System provided, a Type 2, three-point occupant restraint system consisting of a lap (pelvic) belt and a shoulder (upper torso) belt complying with all applicable provisions of 49CFR, Part 571, shall be provided for use by mobility aid users.
- c. The Occupant Restraint System shall be equipped with a single point, push-button “quick disconnect” for the lap belt and the lower end of the shoulder belt, to provide immediate release of the occupant in the event of an emergency evacuation.
- d. The shoulder belt system shall provide a vertical height adjuster with 12 inches of vertical adjustment for proper placement of the shoulder belt.
- e. The Mobility Aid Securement System shall utilize four adjustable Securement strap assemblies that attach to structural members of the mobility aid at four separate points: two strap assemblies for attachment to the front of the mobility aid, and two strap assemblies for attachment to the rear of the mobility aid.
- f. Each front Securement strap assembly shall be capable of withstanding a minimum static load force of 5,000 pounds. Each rear Securement strap assembly shall be capable of withstanding a minimum static load force of 6,000 pounds.
- g. The Mobility Aid Securement System shall utilize positive-locking anchorage and attachment hardware to prohibit accidental or inadvertent release of the system.
- h. The Mobility Aid Securement Strap Assemblies shall be composed of a different size or color of material than the Occupant Restraint Belts to provide quick visual identification of the two systems and to distinguish the separate function.
- i. Each of the individual securement straps and restraint belt assemblies shall be marked with the manufacturer’s name, part number, month and year of manufacture.
- j. The Mobile Aid Securement and Occupant Restraint System shall be subjected to, and successfully pass, a dynamic 30mph/20g force Impact Test per Society of Automotive Engineer’s SAEJ2249 Wheelchair Tie down and Occupant Restraint Systems for use in Motor Vehicles document. The testing shall be performed by experienced personnel using an impact simulator and proven ability to provide reliable, accurate and repeatable.

5.4 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. A list of acceptable marks is available on the Division of Purchase and Contract website at: <https://ncadmin.nc.gov/government-agencies/procurement/vendor-resources/quality-acceptance-inspections>. The CE label is not acceptable. 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.

5.5 SUSTAINIBILITY

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Does the packaging for the items being offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% Can this packaging be recycled? Yes No

Other sustainable properties:

6.0 CONTRACT ADMINISTRATION

6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State an account manager. The account manager shall be the State's point of contact for contract related issues and other matters which need to be escalated above customer service representatives. The account manager shall be available 8:00 AM to 6:00 PM ET on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact.

The Vendor shall establish unique customer identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require multiple customer identification numbers.

6.2 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS

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

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

6.3 INVOICES

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

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Cylinder Size, Price, Quantity, Unit of Measure, and Additional Delivery Charges (as a separate line item).

At a Buyer's request, the Vendor shall provide Consolidated Invoicing. A Buyer may request the Consolidated Invoice including a summary of orders in addition to detailed line item information. Consolidated Invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, Consolidated Invoices are required to include the following data elements:

- Order Dates for Each Order, Agency's Order Number for Each Order, and Extended Costs Separated by Order Dates

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

6.4 ORDER CHANNEL AND PAYMENT METHOD

The State expects the vast majority of orders to be submitted electronically through the State's E-Procurement System. However, the State recognizes that orders may be placed at times through alternate channels such as by phone, through email, or in person and that orders may also utilize at times a procurement card (State credit card) as a method of payment. Regardless of the order channel or payment method, the State shall receive contract pricing when purchasing contract items from the Vendor.

In order to be considered for award, the Vendor must accept Procurement/Purchasing Cards, if it accepts credit cards as a payment method from other customers.

6.5 TAXES

No taxes shall be included in any bid prices.

6.6 CONTRACT CHANGES

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

6.7 PRICE ADJUSTMENTS

Prices bid by the Vendor shall be held firm through the year model in production at the time of bid submittal.

Should the vendor desire a price increase at the change of the model year, the price increase requests shall be submitted in writing to the Contract Lead, prior to the change in model year. The request shall include the reason(s) for the request and contain supporting documentation of the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

6.8 POST AWARD PRODUCT SUBSTITUTIONS

Post award product substitutions are not permitted without prior written approval from the Contract Administrator. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

6.9 SALES PROMOTIONS

Vendor may conduct sales promotions involving price reductions for a term shorter than the contract term. A Vendor shall submit to the Contract Manager documentation related to the sales promotion which contains the following: (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to current contract prices. Promotional prices shall be available to all users. Upon approval of the sales promotions by the Contract Manager, the Vendor may offer the sales promotion to the State.

6.10 PERIODIC MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet periodically with the State for Management Review meetings. The purpose of these meetings will be to review the quarterly management reports, discuss Vendor performance, address issues, review sales data, review continuous improvement ideas, and discuss any other pertinent topics. These meetings will occur at a time and place approved by the State.

6.11 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the Periodic Management Review Meetings.

6.12 LINE-ITEM CATALOG SOLUTIONS

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

- a. Vendor shall deliver a line item catalog **within ten (10) calendar days of notice**. By providing a line item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Category Manager via email at eprocurementdata@its.nc.gov; this template can be accessed at [STC 070B Type A School & Activity Buses](#). The State and Category Manager will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State or Category Manager may determine when the electronic catalog and any subsequent revisions “go live”.
- b. The Vendor shall submit an updated electronic catalog from time to time or as requested by the State or Category Manager to maintain the most up-to-date version of its product/service offering under the statewide contract.
- c. The Vendor shall meet the following requirements:
 1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
 2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
 3. Include in the catalog detailed product line item descriptions; and
 4. Include in the catalog any additional content required by the State or Category Manager; and
 5. Limit the line item catalog content to the Vendor’s statewide contract offering
- d. The State or Category Manager shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor’s offering from the E-Procurement System.

6.13 QUARTERLY REPORTS

The Vendor shall provide Quarterly Management Reports to the designated Contract Specialist and other ad hoc reports to the designated Contract Specialist and/or Buyers. The Quarterly Management Report shall include the following information as stated here: [Quarterly Management Reports](#) and submitted to the following e-mail address (PCReports@doa.nc.gov) and copy the Contract Specialist. Issues identified by the Vendor related to Vendor performance or the State’s usage of the Contract also shall be addressed in these reports.

The reports should be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Word. The Vendor shall submit the Quarterly Management Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

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

This schedule aligns with the State’s fiscal year. If the Contract start date does not align with the start of a quarter the initial Quarterly Management Report will be for the period from the Contract start date to the end of the initial quarter. Additional related sales information and/or details on user purchases may be required by the State and must be supplied within 30 days upon request. A template for such report may be provided by the State at its discretion.

Attachments to this IFB begin on the next page.

ATTACHMENT A: 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. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation *or in any contract resulting here from*, 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 B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **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 be subject to rejection.
8. **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.
9. **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-reusable 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.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to G.S. 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.

11. **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.
12. **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.
13. **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).
14. **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.
15. **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.
16. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. 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.
17. **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 <https://www.ips.state.nc.us/>.
18. **WITHDRAWAL OF BID:** A Bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of Bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

19. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.
20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its Bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
22. **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.

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ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In addition, in the event of default by the Vendor under this contract, or 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 cease doing business with the Vendor, immediately terminate this contract for cause, and may act to 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 Contract Lead 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 shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
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, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **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.
8. **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.

9. **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.
10. **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, shall 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. The requirements of this paragraph 10 shall not be waived by contract award or otherwise by the purchasing agency.

11. **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.
12. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.
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. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
14. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
15. **ASSIGNMENT:** No assignment of the Vendor's obligations nor 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 advance 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 \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, 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 \$1,000,000.00 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 \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 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:

(a) 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 an electronic purchase order resulting from award of this contract.

(b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON 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. 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.

(c) 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 a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee 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 invoice for the transaction fee. 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. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. 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.

(d) 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.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If 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 Services 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 email. 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 ON PAYMENT.

19. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

20. ENTIRE AGREEMENT: This IFB 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 IFB, any Addenda hereto, and the Vendor's Bid 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.

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

21. WAIVER: The failure to enforce or the waiver by the State of any right or an event 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.

22. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

23. SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.

ATTACHMENT C: PRICING SUBMITTAL WORKBOOK

The Pricing Submittal Workbook can be found at the following link:

[ATTACHMENT C: PRICING SUBMITTAL WORKBOOK](#)

Instructions on how to complete can be found on the first worksheet in the Pricing Submittal Workbook. **Pricing must be submitted on this workbook.**

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with G.S. 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of 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, Vendor must 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 that will perform work outside the U.S.:

b) The Vendor shall 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

NOTE: All 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.

c) Vendor shall identify all U.S. locations at which performance will occur:

This Space is Intentionally Left Blank

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

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

Date of latest audit: _____. **(If no audit within past 18 months, explain reason below).**

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

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

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

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

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

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



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT F: IRAN DIVESTMENT ACT CERTIFICATION

CERTIFICATION OF ELIGIBILITY Under the Iran Divestment Act

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each Vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

ATTACHMENT G: SUPPLIER INFORMATION

Vendor is requested to complete and return the following forms:

- NC Supplier Contact Form (Worksheet 1)
- Service and Distribution Form (Worksheet 2)
- Ordering Information Form (Worksheet 3)

Click on the following link to access this Excel Spreadsheet.

<http://www.pandc.nc.gov/Documents/BidReferenceFile/AttachmentGSupplierInformation.xlsx>