



STATE OF NORTH CAROLINA

Department of Administration

Office of Fiscal Management – Purchasing Section

Request for Proposal #: 13-DOA190261107

Guard Rails – Welding Services

Date of Issue: April 19, 2021

Proposal Opening Date: May 3, 2021

At 2:00PM ET

Direct all inquiries concerning this RFP to:

Meredith Swartz

Purchasing Officer

STATE OF NORTH CAROLINA
Department of Administration

Refer <u>ALL</u> Inquiries regarding this RFP to: <i>Meredith Swartz, Purchasing Officer</i> 984-236-0083 Meredith.swartz@doa.nc.gov	Request for Proposal # 13-DOA190261107
	Proposals will be publicly opened: May 3, 2021
Contract Type: Open Market	Using Agency: Facility Management Division
Commodity No.: 721540 - Specialty building and trades services	Requisition No.: PR12041801

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1.0 PURPOSE AND BACKGROUND

Department of Administration (DOA), Facility Management Division (FMD) is responsible for providing efficient, healthy, and safe environment for State buildings. The Division is seeking to contract with a qualified Vendor to provide welding services to fabricate and install two (2) guard rails at the ABC Commission Warehouse in Raleigh, NC.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 RESERVED NC ePROCUREMENT SOLICITATION

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for NC eProcurement. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing its proposal. By execution of this RFP, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to NC eProcurement usage. General information about NC eProcurement can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in the Proposal Question Section of this RFP. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.

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

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	April 19, 2021
Submit Written Questions	Vendor	April 26, 2021 @ 2:00PM
Provide Response to Questions	State	April 28, 2021
Submit Proposals	Vendor	May 3, 2021 @ 2:00PM

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible.

Written questions shall be submitted through the Message Board in the Sourcing Tool using the provided Question Template found in Section 3 of the Sourcing Event in the Sourcing Tool by the date and time specified in the RFP Schedule Section of this RFP. Vendors will enter "RFP #13-DOA190261107 – Questions" as the subject in the Message and attach the completed Question Submission Template. Questions submittals should include a reference to the applicable RFP section for each question.

Questions received prior to the question submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the RFP in Section 3 of the Sourcing Event in the Sourcing Tool, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise concerning this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

Failure to submit a proposal via the Sourcing Tool in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Proposals requirements.

Please follow the link below for training and job aids of how to respond to this solicitation within the Sourcing Tool.

<https://eprocurement.nc.gov/training/vendor-training/responding-sourcing-event>

The NC eProcurement Helpdesk is also available to assist Vendors should any questions or issues arise using the sourcing tool. The helpdesk can be reached Monday – Friday from 7:30 AM to 5 PM via phone at 888-211-7440, Option 3, or via email at vendor@nc.gov.

2.7 PROPOSAL CONTENTS

Vendor shall provide responses to all questions of this RFP in the Sourcing Tool and complete all attachments of this RFP that require the Vendor to provide information and upload to the Sourcing Event in the Sourcing Tool. Vendor will not be able to submit its response in the Sourcing Tool unless all required items are addressed.

2.8 ALTERNATE PROPOSALS

Vendor may submit an alternate proposal for various methods or levels of service(s) or that proposes different options, in addition to its principal proposal. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. If Vendor is submitting an Alternate Proposal for this RFP, Vendor shall follow specific instructions for uploading Alternate Proposal(s) to its response in the Sourcing Tool.

Both the principal proposal and the alternate proposal must be for a specific set of Services and must include specific pricing. The principal proposal and the alternate proposal must be complete and independent of each other.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- d) **CONTRACT LEAD:** Representative of the Department of Administration who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer this contract for the State.
- e) **NC ePROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- g) **LOT:** A grouping of similar products within this RFP.
- h) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- j) **RFP:** Request for Proposal
- k) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- l) **SOURCING TOOL:** The North Carolina eProcurement System module that provides vendors the opportunity to submit proposals to the State electronically.
- m) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- n) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- o) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and providing the lowest overall cost to an award most advantageous to the State.

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

The status of a Vendor's NC eProcurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an NC eProcurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

DUE TO THE CURRENT HEALTH RISKS ASSOCIATED WITH COVID-19, BID OPENINGS WILL NOT BE OPEN TO THE PUBLIC.

The NCDOA will be conducting live bid openings over conference call. Below is the call-in information for this procurement's bid opening scheduled for **May 3, 2021 at 2:00pm**

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Join with a video conferencing device

ncgov@m.webex.com

Video Conference ID: 116 458 627 8

[Alternate VTC dialing instructions](#)

Or call in (audio only)

[+1 984-204-1487,,30671541#](#) United States, Raleigh

Phone Conference ID: 306 715 41#

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor according to the method of submission specified in the Proposal Submittal Section of this RFP.

All proposals must be received by the issuing agency no later than the date and time specified in the RFP Schedule Section of this RFP, or as modified by an addendum to this RFP.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators

are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in the Evaluation Criteria Section of this RFP.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for

the State to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section of this RFP.

4.1 DELIVERY, TRANSPORTATION AND INSTALLATION

All work under this contract shall be completed within thirty (30) days of award.

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price. When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and upload in Sourcing Tool.

4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: Facility Management Division, 1313 Mail Service Center, Raleigh, NC 27699-1313
- c) Invoices must be submitted to the Contract Lead in hard copy on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- d) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- e) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by responding to the questions in the Sourcing Tool. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the Contract Lead within 15 days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 REFERENCES

Vendor shall upload in Section 7 of the Sourcing Tool using the template provided by the State three (3) references for which Vendor has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

4.6 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

5.1 GENERAL

Facility Management Division is seeking to contract with the qualified Vendor to provide welding services to fabricate and install two (2) guard rails at the ABC Commission Warehouse located at 400 East Tryon Road, Raleigh, NC 27610. Guard rails are to be installed in two locations: Mezzanine A and B (See video below). Onsite work shall be completed during normal business hours Monday – Friday 7:30AM-5:00PM. All work shall be completed within thirty (30) days of award. Vendor is responsible for any damages caused by the Vendor or its equipment while onsite.

5.2 SITE VIDEO

Vendors shall view the video found at the link below of the work site location:

<https://youtu.be/i99HSZQR8Jc>

5.3 MEASUREMENT SPECIFICATIONS

Mezzanine A: 4 sides

134.6' x 2

43' x 2

Mezzanine B: 3 sides

80' x 2

52' x 1

All Guard Rails shall be 42" Tall

5.4 TASKS/DELIVERABLES

1. Vendor must provide all labor, equipment, and material to fabricate and install guard rails.
2. Vendor shall fabricate as much as possible off site to prevent interruptions in business operations at the location.
3. Materials used shall be 1.5" schedule 4 carbon steel A500UT.
4. All guard rails will be anchored to the concrete or welded to the beams.
5. Vendor shall tig weld all tie ins to prevent sparks.
6. Vendor shall extend the ladders and also install gates in the locations designated by FMD.
7. Post for gates must be minimum 4" round.
8. Vendor shall Install a 4.5 x ¼ kick plate around the bottom.
9. Vendor shall paint safety yellow once complete.
10. Vendor shall remove any packaging or other debris, leaving the area clean and ready to use at the completion of the project.

5.5 ACCEPTANCE OF WORK

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

5.4 WARRANTIES

Vendor warrants to the State that all items furnished will be new (unless otherwise specifically requested in this RFP), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to the State all third party warranties applicable to such deliverables. Vendor warrants that the State has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

5.5 CERTIFICATION AND SAFETY LABELS

PRODUCT SAFETY LISTING: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas

source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. A list of acceptable marks is available on the Division of Purchase and Contract website at: <https://ncdoa.s3.amazonaws.com/s3fs-public/pandc/Inspection/SafetyLabelsChart-30Apr15.pdf>. 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 RFP are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a project manager. The project manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute. Below is the link to the NCDOA Vendor Complaint Policy and Procedures.

www.ncadmin.nc.gov/businesses/fiscal-management

6.3 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.

6.4 CONTRACT EXECUTION

If selected for award, the Vendor, through authorized official(s) will execute a formal agreement that includes North Carolina's General Terms and Conditions and other mutually agreed attachments and referenced documents. Vendor shall review the contents of the proposed Contract prior to award and execute the Contract prior to beginning any deliveries or providing services.

ATTACHMENT A: PRICING

Vendor shall provide pricing via the Sourcing Tool. Pricing must be submitted using the Excel template attached in the Sourcing Tool under Section 5. Vendor shall download the file available by selecting References, complete the Excel template and upload the completed document in the Sourcing Tool.

Pricing for this procurement shall include Shop Labor, Materials, Site Labor, and Rental Equipment costs for each location.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

Vendor shall review, understand, and comply with the North Carolina Instructions to Vendors that is posted at <https://ncadmin.nc.gov/documents/vendor-forms>

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

Vendor shall review, understand, and comply with the North Carolina General Terms and Conditions that is posted at <https://ncadmin.nc.gov/documents/vendor-forms>