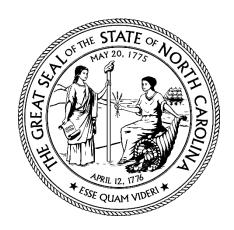
Bid Number: 61-IFB24003 Vendor\_\_\_\_\_



# STATE OF NORTH CAROLINA North Carolina Central University

Invitation for Bid #: 61-IFB24003

# **GENERAL CONTRACTING SERVICES**

Date of Issue: May 15, 2024

Bid Opening Date: June 6, 2024

At 2:00 PM EST Local Time

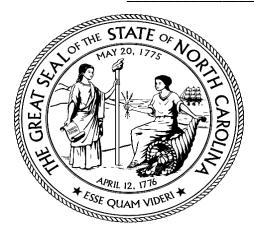
Direct all inquiries concerning this IFB to:

Bernell Bright

**Purchasing Manager** 

Email: bbright3-t@nccu.edu

Phone: 919-530-6877



# STATE OF NORTH CAROLINA

# **Invitation for Bid #**

# 61-IFB24003

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your bid. Failure to do so may subject your bid to rejection.

Vendor Name	
Vendor eVP#	

**Note**: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <a href="https://vendor.ncgov.com/vendor/login">https://vendor.ncgov.com/vendor/login</a>

Sealed, mailed responses ONLY will be accepted for this solicitation.

Ver: 07/2023

id Number: 61-IFB242003	Vendor:
id Number: 61-IFB242003	Vendor:

STATE OF NORTH CAROLINA  North Carolina Central University		
Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bid #: 61-IFB24003	
Bernell Bright	Bids will be publicly opened:	
Phone: 919 530-6877	June 6, 2024, at 2:00 PM EST Local Time	
Email: bbright3-t@nccu.edu	North Carolina Central University	
	Shepard Administration Bldg., RM 103	
	Durham, NC 27707	
Using Agency: North Carolina Central University	Commodity No. and Description: 000002 Construction Services	
Requisition No.: TBA		

#### **EXECUTION**

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

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

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

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

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

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

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

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

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the ATTACHMENTS page within this document.

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

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABO	VE (SEE INSTRUCTIONS T	O VENDORS ITEM #21):	<u> </u>
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR	R:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:	

Ver: 07/2023

VALIDITY PERIOD  Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.
ACCEPTANCE OF BIDS If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.
FOR STATE USE ONLY: Offer accepted and Contract awarded this day of, 20, as indicated on
The attached certification, by
(Authorized Representative of North Carolina Central University)

Bid Number: 61-IFB24003

Vendor:\_\_\_\_\_

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Bid Number: 61-IFB24003	Vendor:	

# 1.0 PURPOSE AND BACKGROUND

North Carolina Central University (the "State") invites bids from qualified contractors to provide general contracting services for the North Carolina Central University campus. The state is seeking a contractor whose combination of experience and expertise will provide timely and cost-effective Services to the state.

The purpose is to establish an Agency Specific Contract for labor and materials, required routing and emergency repairs, improvements, and maintenance services on an "as needed basis. No minimum or maximum hours' use are guaranteed. It shall be understood and agreed that any purchase order issued during the contract period could be for more or less than the stated hours of use. The qualified contractor will be the annual service contractors for the University providing general repairs and improvement for the University Carpentry Department. A major part of the work will be in the carpentry field.

The University/State reserves the right to award-to multiple vendors and/or separate awards to different vendors for one or more-line items.

The intent of this solicitation is to award an Agency Specific Contract,

#### 1.1 CONTRACT TERM

The Contract shall have an initial term of *Three years (3)* years, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract within ten (10) business days of the Effective Date or sooner.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 90 days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

#### 2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

#### 2.2 E-PROCUREMENT FEE

ATTENTION: Attention: This is NOT an E-Procurement solicitation. The paragraph entitled ELECTRONIC PROCUREMENT OF the North Carolina General Contract Terms and Conditions does not apply to this solicitation.

# 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors'

instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

#### 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	May 15, 2024
Submit Written Questions	Vendor	May 22, 2024, by 12:00 PM EST
Provide Response to Questions	State	May 30, 2024
(Posted as Addendum)		
Submit Bids	Vendor	June 6, 2024, by 2:00 PM EST
Contract Award	State	TBD

<sup>\*\*\*</sup>The State reserves the right to revise the schedule in its sole discretion\*\*\*

# 2.5 BID QUESTIONS

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

Written questions shall be emailed to **bbright3-t@nccu.edu** by the date and time specified above. Vendors should enter "IFB # 61-IFB24003 Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question?

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

#### 2.6 BID SUBMITTAL

**IMPORTANT NOTE:** This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

Bid Number: 61-IFB24003 Vendor: \_\_\_\_\_

# By Mail

Mailing address for delivery of bid
via US Postal Service
se Address of delivery by any other method (special delivery overnight

Office Address of delivery by any other method (special delivery, overnight, or any other carrier).

BID NUMBER: 61-IFB24003
North Carolina Central University
ATT: Bernell Bright – Purchasing Manager
1801 Fayetteville St Shepard Bldg. Rm 208
Durham, N 27707

**CAUTION**: For bids submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting bids by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a bid via facsimile (FAX) machine, telephone, or email in response to this IFB shall NOT be accepted.** 

- a) Submit a signed, original executed bid response, one [1] bound, tabbed copy of the original complete bid. *Include* unredacted copy and, if required, a redacted (Proprietary and Confidential Information Excluded) copy on flash drive of your bid simultaneously to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) Copies of bid files must be provided in electronic version on a USB flash drive. On a searchable Adobe Acrobat PDF format. File contents shall NOT be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.
- d) If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received1.

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

Bid Number: 61-IFB24003	Vendor:

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

#### 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

#### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

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

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

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the

Bid Number: 61-IFB24003	Vendor:

procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

#### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall be available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position.

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

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

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

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

#### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance outside of the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

7

- a) Total cost to the State
- b) Level of quality provided by the Vendor.
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills

- f) Ability to understand the State's business requirements and internal operational culture.
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

#### 3.5 INTERPRETATION OF TERMS AND PHRASES

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

## 4 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

#### 4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### 4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

# 4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### 4.4 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The state contacts these users to determine quality level of the offered

DIU NUITIDET. 01-11 D24003 VETIUOT.	Bid Number: 61-IFB24003	Vendor:
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equipment; as, but not limited to used satisfaction with vendor performance. Information obtained shall be considered in the evaluation of the bid.

#### 4.5 BACKGROUND CHECKS

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

#### 4.6 PERSONNEL

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 will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(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).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will 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.

#### 4.7 VENDOR'S REPRESENTATIONS

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

# 4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Α.	Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:
	☐ Small Purchases
	☑ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
	☐ Contract value in excess of \$1,000,000,00

# 5.0 SPECIFICATIONS AND SCOPE OF WORK

#### 5.1 SPECIFICATIONS

The contractor agrees to work directly with the University or its designated contact administrator in connection with carrying out and conducting all the following duties and responsibilities during the term of this agreement.

It is the intent of the University to engage one or more qualified Contractors with demonstrated competence and experience to provide routine and emergency carpentry and general contracting repairs and maintenance services on an "as needed" basis.

A. The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary for the complete and satisfactory performance of carpentry work and subcontracted work. All work shall be performed by a licensed General Contractor, or a registered Apprentice carpenter/tradesman employed by a company and working under the direct supervision of a seasoned foremen. The Contractor shall be expected to perform routine and emergency general services at facilities such as office buildings, garages, residential halls, athletic facilities, stadiums research facilities, and libraries. General Services include but are not limited to all repair work associated with replacement of building components and/or construction of. It shall include, but not be limited to the demolition and repair of damaged interior / exterior walls made of wood, plaster, sheet-rock, masonry and/or other building materials; earthwork to expose underground areas for repairs, inspection, and/or replacement; interior / exterior waterproofing of all types; removal of and/or installation of vinyl, wood, and other non-carpet type of floor coverings, removal of and/or installation of existing doors, door frames, windows, window frames and all hardware associated there of; removal of and/or installation of ceramic wall or floor tile; removal of and/or installation of all types of ceiling systems; removal of and/or installation of chalkboard, tack boards, photographs, paintings, plaques; removal of and/or installation of cubicles, furniture including assembly thereof; removal of and/or installation of blinds, curtains, mini-blinds and shades; removal of and/or installation of cabinets, fixtures including assembly thereof; removal of and/or installation of all types of masonry; removal of and/or installation of concrete; removal of and/or installation of exit devices and door closers; removal of and/or installation of safety and tempered glass; erecting of safety barriers; installation of safety equipment; repair of doors, windows, installation and/or repair of all types of weather-stripping on doors and windows; remove, build, or install counter tops, mirrors, security screens, clocks, baseboards, remove, build or install new steps, stoops of all types; finishing of sheet-rock; hanging banner and signs; installation of carpet; replacement of flag poles and ropes, chains thereof; remove, repair, build or install bathroom stalls, lockers, shower walls, shower curtain rods, sliding doors; remove or repair, build or install new goal post, basketball backboards and rims or post; remove, repair, build or install roll-up doors; remove, repair, build or install plexi-glass panels; projector screens, speakers; remove, repair, build or install fence, fence post, gates, hinges, trashcan holders. At the end of each job, the contractor shall clean area ensuring area is left in a ready to use state. When requested, a written estimate shall be provided prior to the commencement of work except for emergencies.

Projects estimated to cost greater than \$5,000 may be bid on separately.

B. Contractor shall protect all walls, floors, ceilings, and furniture from any damage. Damage to the building caused by the contractor shall be repaired or replaced at the service company's expense. No soot or refuse shall be left on the site.

C. Where and when requested, inspect all work areas, and report all malfunctions, code violations, or potential problems to the Universities-authorized representative in writing within ten (10) days. Provide the University-authorized representative with a detailed written proposal including the cost of any action needed.

D. Upon receiving a service call from the University-authorized representative, the Contractor shall respond via a call back within one (2) hour and commence work immediately for emergency services. The vendors

shall respond to requests for general repairs and improvements within twenty-four (24) hours. Note that failure to respond to this requirement shall be considered a breach of contract and cause for termination.

- E. Within twenty-four (24) hours of completing the service, the Contractor shall notify the University that the work has been completed. The contractor shall submit a detailed cost estimate to the University and obtain approval from the authorized representative prior to commencing all work except for emergencies. All work shall be done between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays and weekends, unless otherwise directed in writing by the University.
- F. All materials shall be new and of satisfactory quality. All workmanship shall conform to the best practice in the trade and be performed by skilled and licensed labor in the field and comply with all federal and state laws and regulations. The University will reject any unsatisfactory services. All services shall be guaranteed for a period of one year. All material and debris from the work shall be removed by the Contractor. The premises shall be always left clean.
- G. The Contractor shall receive, for each job, a university work Order. The work order must be signed and submitted to the University representative with the invoice.
- H. The Contractor shall submit, for each job, an invoice listing the materials used and labor hours expended. Materials shall be invoiced at actual cost plus the contracted no more than Ten (15%) markup and invoices shall show quantities and unit costs. Copies of the Contractor's own material invoices shall be made available to the University upon request. Labor shall be invoiced at the contracted hourly rates and shall include only the actual time expended on the job. There will be a limit of one-hour travel allotted to and from the job. Invoices shall be submitted in duplicate, within fifteen (15) days of completion of services.
- I. Signed copy of your invoices must be submitted to the following address:

North Carolina Central University
Physical Plant Building
1801 Fayetteville Street
Durham, NC 27704
Attn: Kodi Scott, Assistant Director
Utilities Services and Operation
kscot122@nccu.edu

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. 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 except for emergency work that has been performed.

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. The invoice must reflect the remaining balance left on the PO.

All invoices must be reviewed and signed by the university representative in the Physical Plant verification of cost prior to submission to Account Payable.

#### J. CONTRACTORS REQUIREMENTS BELOW:

K. It is mandatory that the Contractor be able to meet the following requirements:

L. Have been regularly and actively engaged in the general contracting business, operating under the same business name and business organization structure; and performing the type of work described above under "SCOPE OF WORK" for a minimum of five (5) years.

- M. The General Contactor core competencies shall be carpentry.
- N. The General Contactor shall have no less than three (3) full time journeymen or master carpenter carpenters and two (2) helpers on staff.
- O. The general Contractor shall ensure that staff have all the transportation, tools, material and equipment to accomplish the work.
- P. Maintain a twenty-four (24) hour, per week emergency response telephone number.
- Q. Carry the required amount of insurance as shown by the insurance requirements per section 4.1 Insurance Requirements. Certification of insurance shall be provided to the University prior to commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the University, whichever is later.
- R. Provide at least three (3) current references that are satisfactory to the University and will serve to illustrate the ability of your firm to act as the primary conveyor to accomplish general services in accordance with specifications. References used for this purpose shall be public agencies, commercial or industrial accounts that your firm has provided general carpentry related maintenance service for while serving in the capacity as the "primary" general contractor, versus a subcontractor, and has maintained a contractual work agreement for accomplishing general maintenance services and improvements for a period not less than twelve (12) consecutive months.

#### S. Hours of Work

It is intended that the Contractor shall accomplish most of the work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the department manager or contract administrator of the requesting department. Payment of overtime requires approval of the department manager or contract administrator. Standard hours of work shall be Monday-Friday 7:00 a.m. until 5:00 p.m.

#### T. Quality of Work

All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representatives of the University. It is the Contractor's responsibility to ensure that all materials for the University meet the appropriate industry, construction and manufactures standards. The Bidder and his/her subcontractors shall also be required to meet the additional technical qualification requirements as specified in these specifications.

#### U. Number of Workers

The hourly rates reflect the amount a contractor will charge per hour per person or per grouping spelled out in the attached pricing sheet. Each job shall be staffed with the appropriate personnel to complete the job. The University reserves the right to question whether additional personnel are warranted in a particular job based upon each job quote/proposal and performance status. Special attention will be given to allowing for assistance when needed, or an unexpected parts acquisition is needed during a job to contain costs. However, the contractor must arrive at any routine job that he has quoted prepared with

the appropriate personnel: equipment and supplies to perform the project with minor off-site time and travel.

#### V. Contractor's Personnel

The Contractor shall only use trained personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor and/or any carpentry work that is perform shall have oversight of this work (under this contract) by and mater carpenter or seasoned foremen.

The subcontractor work shall be monitored by a seasoned foreman with the skillset of that trade.

## Materials Safety Data Sheets

The contractor must supply all applicable MSDS forms as requested by the University. Any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws.

# W. Response Times

## a. Emergency Repairs:

The contractor shall acknowledge all service calls within two (2) hours of the call being placed. Response to calls from the University for emergency service is required 24 hours a day, seven days a week. Contractors must have an interactive paging or telephone answering service, or a cell phone number that is available 24 hours a day 7 days a week; passive answering machines are not acceptable. Repair personnel shall arrive at the designated job site not later than four (4) hours after an authorized University employee has made notification that an emergency repair is required.

Non-emergency Repairs: Must respond within two (2) business days and give a start date.

#### X. 13. Subcontracting

The Contractor shall not subcontract or sublet any portion of the work without the written consent of the University General Services Administrator.

#### Y. 14. Permits and Licenses

The Contractor shall be responsible to obtain any necessary permits for work directed under this contract. Payments for such will be made based on billed cost to the Contractor. This pay provision relates to permits that are exclusive, and a "one-time use" type permit for work performed under this contract.

#### Z. 15. Inspection

NCCU reserves the right to inspect all work in progress or completed. Any omission or failure on the part of the University's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge. If the Contract Documents, the Owner's or his/her agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the Owner or his/her agent timely notice of its readiness for inspection by the proper authorities. If any such work should be covered up without approval or consent, it must, if required by the Owner or his/her agent or other proper authorities, be uncovered for examination at Contractor's expense.

# AA. 16. Warranty of Materials and Workmanship

All materials and equipment provided under the contract shall be listed and labeled for the purpose intended. All work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, and installation. The contractor shall provide a written one (1) year warranty for equipment installed during the contract period. Warranty Certificate shall be provided to the using agency that places the order. The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective.

# BB. 17. Working Time

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the University. The computation of the number of hours worked shall include only those hours spent at the job site, excluding mealtimes.

# CC. 18. Payment

The contractor will be paid per approved invoice. An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who authorized it and the applicable work order. Additionally, it will detail the unit cost and extended cost

for each wage/labor category, Contractor cost and applicable markup for parts and/or materials and costs for equipment rental shall not be more than 15% markup.

DD. 19. Charges for Equipment Rental Any equipment that is rented by the Contractor in the performance of this contract shall be charged to the University at the same standard rate as invoiced by the rental company.

#### **5.2 TASKS/DELIVERABLES**

- a) The Contractor agrees to work directly with the University General Services /Project Manager(s) in connection with carrying out and conducting all the duties and responsibilities stated in this contract.
- b) Contractor shall inspect the site prior to the start of any work. This contract will be for all normal functions associated with the servicing, repairing, improvements, up-fits, and maintaining building components. All work must meet or exceed National, State and Local Codes.
- c) Contractor shall Install and apply materials in accordance with the manufacturer's recommendations and printed specifications. Contractors shall perform work under conditions best suited to the production of acceptable work. The University reserves the right to supply all materials and rentals.
- d) Contractor(s) is responsible for a site visit to examine the site with the appropriate University representative(s) prior to performing any assigned task.
- e) Failure to visit the site and note all conditions will in no way relieve the contractor from completing the work to the satisfaction of the University.
- f) Contractor(s) is responsible for taking their own field measurements and ascertaining the accuracy of all information relevant to any assigned project and/or tasks.
- g) The University is not obligated to supply, nor be responsible for, the accuracy of measurements and any other related work.
- h) The contractor(s) staff must sign in upon arrival in the Facilities Building and sign out when leaving the site for any reason.
- i) At completion of work and prior to leaving the site, the Contractor must submit a "work ticket" that accurately documents the hours worked, work performed, and a detailed list of the parts and materials used. All "work tickets" must be signed by the appropriate Project Manager responsible for the project or tasks. A copy shall be left on site and a copy shall be provided with the Contractor's invoice.
- j) The Contractor should provide a work schedule to the University General Services Administrator/Supervisor prior to commencing any work. This schedule will be reviewed each day with the University General Services Administrator/Supervisor and/or their assignee.
- k) The Contractor must update the work schedule upon each change in status and/or completion of each phase of the project.

- I) Contractor(s) vehicles shall be maintained in good working order and any repairs shall be the sole responsibility of the contractor.
- m) Contractor(s) will be required to acquire a "Vendor Parking Pass" from University Parking Services for each vehicle used in the execution of a contract. Contractor(s) shall park only at locations designated by the University. The Contractor shall not park on university sidewalks or grass areas.
- n) Contractor shall provide a letter, to be included with their bid, from a bonding company stating that they are bondable (this will be used to indicates that they are financial stable and provide some proof of past performance). (Contractors may show where they have worked under a bond within the past three years in lieu of letter from bonding company).
- o) VENDOR SHOULD HAVE AT LEASE five (5) YEARS' COMMERCIAL EXPERIENCE as a Licensed NC State General Contractor. Company must give statement of years commercial experience as a Licensed NC State general contracting company with general contracting license.
- p) Contractor(s) must not:
  - Smoking in building
  - · Sanding on furniture
  - · Excessive relocking doors- Documented over 20 occurrences
  - · Eating in building in unapproved areas
  - · Not returning furniture back to original positions where it was found
  - · Not replacing ceiling tiles after work is completed
- q) The Mechanical Equipment Rooms shall always be maintained in a broom clean condition with all lighting operable. The contractor will not be responsible for university materials stored in the equipment rooms.
- r) The selected bidder should have a service location within 75 miles of the NCCU Campus to provide any necessary service in a timely manner. Please provide service address below:

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- s) The selected vendor(s) should have a minimum of ten (10) people to work on projects in the field on their staff/payroll. Please provide a description of your firms staffing experience and how you align to the following levels of experience, if your firm lacks staffing in one of these areas or in staffing numbers overall, describe how you can successfully complete projects without the given experience or staffing levels.:
  - · One (1) Foreman with a minimum of five (5) years of commercial experience
  - · At least four (4) Journeymen carpenters with a minimum of three (3) years commercial experience

Ver: 07/2023

Bid Number: 61-IFB24003 Vendor:	
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- · Carpenters helpers with a minimum of two (2) years commercial level experience
- t) Must provide after hour on call service and telephone number
- u) Employees must wear company name tags or clothing identifying themselves
- v) Must have not defaulted on any contracts in the past five (5) years

Note: All measurements are approximate and must be field verified by the contractor.

#### 5.2 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are 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 inspector which customarily requires the label or reexamination listing or identification marking of the appropriate safety standard organization acceptable to govern inspection where the item is to be located, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

#### 5.3 DEVIATIONS

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

#### 6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

#### **6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

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

Contract Manager Point of Contact				
Name:				
Office Phone #:				
Mobile Phone #:				
Email:				

Bid Number: 61-IFB24003	Vendor:
DIG INGILIDEL. OF ILDZ 4003	vendor.

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

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

#### **6.2 POST AWARD PROJECT REVIEW MEETINGS**

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

#### **6.3 CONTINUOUS IMPROVEMENT**

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

#### **6.4 MONTHLY STATUS REPORTS**

The Vendor shall be required to provide Reports to the designated Contract Lead monthly. This report shall include, at a minimum, information concerning these reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within five (5) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

#### **6.5 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

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

The following are examples of unacceptable Vendor's work product:

- a) Repeat Work Orders More than two (2) repeat work orders for the same issue in the same room, to be confirmed by the Contract Administrator.
- b) Follow-up on-call backs if vendor cannot be reached during the normal business hours or call back is scheduled and

vendor does not show to perform services.

#### **6.6 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to \_\_\_60 days to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

# **6.7 LICENSES/ PERMITS/ INSURANCE**

Item #	Requirement	Included with Response	
1	Copy of Vendor's current and valid NC License/ Certifications/ Registrations are attached.	YES	□ №
2	Copy of Vendor's Certificate of Insurance attached.	YES	Пио

# **6.8 DISPUTE RESOLUTION**

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

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

# **6.9 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

# 7.0 ATTACHMENTS

# ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP, which can be found in the table below.

The hourly rate must include all costs associated with direct and indirect <u>cost</u> to perform the services. This must include travel, profit, overhead etc.). All rates are all inclusive - no mileage reimbursement or minimum charges apply.

REGULAR LABOR RATE PER HOUR			Total Hours Use	Extended Cost
Foreman	\$	_per hour	300	\$
Minimum of five (5) years of commercial level experience				
Journeyman Level Carpenter	\$	_per hour	400	\$
Minimum of three (3) years of commercial experience				
Carpenter's Helper	\$	_per hour	400	\$
Minimum of two (2) years of commercial experience				
Master Carpenter	\$	_per hour	100	\$
Minimum of five (5) years of commercial experience (may be the same as the Foreman)				
TOTAL EXTENDED COST FOR ALL LINE ITEMS ABOVE.				\$

# \*\*IMPORTANT NOTICE\*\*

# RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment

#### ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form North-Carolina-General-Terms-and-Conditions 11.2021.pdf

#### ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form HUB-Supplemental-Vendor-Information 9.2021.pdf

#### ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link: <a href="https://files.nc.gov/ncdoa/pandc/OnlineForms/Form">https://files.nc.gov/ncdoa/pandc/OnlineForms/Form</a> Customer Reference Template 09.2021.pdf

# ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form Location-of-Workers 09.2021.pdf

# ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form Certification-of-Financial-Condition 09.2021.pdf

#### ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link: <a href="https://files.nc.gov/ncdoa/pandc/OnlineForms/Form">https://files.nc.gov/ncdoa/pandc/OnlineForms/Form</a> Vendor-Price-Matching-Opportunity 09.2021.pdf

\*\*\* Failure to Return the Required Attachments May Eliminate

Your Response from Further Consideration \*\*\*