



STATE OF NORTH CAROLINA

North Carolina State Ports Authority

Invitation for Bid #: 53-26-040

Port of Wilmington: Overhead Door Inspections & Repair Services

Date of Issue: May, 18, 2026

Bid Opening Date: May 29, 2026

At 4:00PM ET

Direct all inquiries concerning this IFB to:

Marie Humphrey

Purchasing Manager

Email: marie.humphrey@ncports.com

Phone: 910-746-6420 Direct



STATE OF NORTH CAROLINA

Invitation for Bid

53-26-040

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 <https://evp.nc.gov/SignIn>

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

STATE OF NORTH CAROLINA
Division of North Carolina State Ports Authority (NCSPA)

Refer <u>ALL</u> Inquiries regarding this IFB to: Marie Humphrey Marie.humphrey@ncports.com	Invitation for Bid #: 53-26-040
	Bids will be publicly opened: May 29, 2026 by 4:00PM ET
Using Agency: North Carolina State Ports Authority (NCSPA)	Commodity No. and Description: 721015 Building maintenance and Repairs Services Overhead / Garage doors
Requisition No.:	

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 ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) 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 State Ports Authority)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid is to seek competitive bids from qualified Vendors to **perform annual or biannual inspections, condition assessments, documentation and prioritization reporting across the portfolio of buildings and warehouses located at North Carolina State Port Authority Wilmington Port located at 2508 Burnett Blvd, Wilmington, NC 28401.**

North Carolina State Port Authority is also interested (as an option) in a preventive maintenance program for the overhead doors for vendor to perform minor repairs or Preventive Maintenance services at time of inspection. And as an additional optional task repairing **two (2) overhead doors** identified by NCSA as requiring immediate corrective action. However, final decisions regarding these repairs will be made only after all overhead doors have been inspected, condition assessments completed and documentation prioritized. This ensures that repair efforts are directed toward the most urgent needs across the entire portfolio. We request that Vendors include a pricing proposal for repairs to the **two preliminary overhead doors** as described. This will help NCSA evaluate repair options in parallel with inspection findings.

Background

The North Carolina State Port Authority mission of the North Carolina State Ports Authority is to be the gateway to global markets and to enhance the economy of North Carolina by supporting and improving the state's logistics network.

NORTH CAROLINA PORTS FAST FACTS: Two deep-water ports located in Wilmington and Morehead City. One inland port located in Charlotte, Access to major highways and interstates including I-40, I-95, I-85, I-77, US 74, US 17 & US 70.

Access to Class I rail networks via CSX and Norfolk Southern. 5,000+ container gate moves weekly at the Port of Wilmington; 320,000+ TEU annually through the Port of Wilmington; 4 million+ tons of general cargo annually; 1,000 ship calls per year; Highest container truck gate and crane productivity on the U.S. East Coast.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date") or , whichever is later. The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) additional one-year terms. 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: The E-Procurement fee 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	Monday, May 18, 2026
Hold Pre-Bid Meeting/Site Visit	State	Thursday, May 21, 2026 at 10AM EST
Submit Written Questions	Vendor	Friday, May 22, 2026 by 4:00PM EST
Provide Response to Questions	State	Tuesday, May 26, 2026 by 4:00PM EST
Submit Bids	Vendor	Friday, May 29, 2026 by 4:00PM EST
Contract Award	State	TBD

2.5 SITE VISIT

Urged and Cautioned Site Visit

Date: [Thursday, May 21, 2026](#)
Time: 10:00AM Eastern Time
Location: 2508 Burnett Blvd
Small Conference Room
Wilmington, NC 28401
Contact #: Marie Humphrey

[Please wear proper SAFETY PPE- requirements, steel-toed boots, hard hat, safety vest is required for this site visit.](#)

Please confirm your attendance a day in advance by contacting Marie Humphrey via email at marie.humphrey@ncports.com with the name and title of attendees who will be in attendance from your company. Please be sure to reference IFB# 53-26-040 in your email subject line.

- Attendees must have a valid TWIC for unescorted access.
- Attendees without a TWIC should bring with them a valid driver’s license for checking in.

No weapons or alcohol are allowed in vehicles on North Carolina Ports facilities, nor can they be stored at any of our facilities.

Do your part to make your site visit an incident free day.

The nature of our work environment demands that we closely examine each work activity and plan accordingly for the most effective arrangement for employees and port users. North Carolina Ports works closely with its partners and customers to provide a proper working environment for workers and safe facilities for our employees and port users.

To help achieve these objectives, North Carolina Ports requires that the following safety rules be observed on property:

- **Obey all traffic signs and lane markings**
- **Obey posted speed limits**
- **Do not travel between containers in the container yard**
- **Maintain 50’ from heavy equipment while operational**
- **Travel in approved lanes. Do not take shortcuts**
- **Class 2 reflective vests are required when walking in the operational areas**
- **North Carolina Ports employees are prohibited from using a cell phone while their vehicle is in motion. Please exercise the same courtesy when you are visiting a port facility.**

Please review our [Safety and Security Regulations](#) adopted by the North Carolina Ports Authority Board of Directors on August 24, 2017. The continuous safety of everyone at each North Carolina Ports facility is a top priority.

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

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

2.6 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 marie.humphrey@ncports.com by the date and time specified above. Vendors should enter “IFB # 53-26-040-: 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)*, <https://evp.nc.gov>, 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.

2.7 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.

[By Mail]

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

BID NUMBER: IFB# 53-26-040

North Carolina State Ports Authority

Attn: Marie Humphrey

Address: 2508 Burnett Blvd., Wilmington, NC 28401

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) copy, and if needed one (1) copy of the redacted (Proprietary and Confidential Information Excluded) copies on CD, DVD or 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 on separate read-only CD's, DVD's or flash drives. 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 received.

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.

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.

2.8 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) Cover Letter, which must include all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor's Response. Please respond to these sections:
 - a. Delivery and Installation
 - b. Authorized Reseller
 - c. Warranty
 - d. Descriptive Literature – please attach a word document to describe the summary of the work and materials that will be performed for the respective services in Vendor's proposal. Be sure to include a detailed description of the checklist along with the work to be performed for vendors Preventive Maintenance Program (PM) (optional) and repair for the two (2) overhead doors which supports your pricing proposal.
 - e. Any Deviations (if applicable) should be detailed and attached in a word document.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITIONS
- k) Completed and signed version of ATTACHMENT I: FACILITY ACCESS, WORK RESTRICTIONS & SAFETY PROTOCOL
- l) Completed and signed version of ATTACHMENT J: AGENCY ADDITIONAL MINIMUM INSURANCE REQUIREMENTS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #____ [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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 procurement lead 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 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 procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the 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 contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge

percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

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. The Contract Manager may require annual recertification of the Vendor's financial stability.

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

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. The State *may* contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Bid.

4.5 BACKGROUND CHECKS

4.6.1 GENERAL INFORMATION

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval.

Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.

- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.6.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein, or provide a statement that there are none.

4.6.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.

- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

4.6.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
 1. Original unaltered criminal background check from the organization providing the background check.
 2. The background check provider’s company name, company mailing address, and contact phone numbers.
 3. The full name of the individual, which matches the government issued photo ID.
 4. The current address of individual being checked.
 5. The date the criminal background check search was conducted.

4.6.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES NO

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 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).

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

A. 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

B. The Procurement Entity has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions paragraph entitled *Insurance*, should be increased from the minimums stated. Increased **additional insurance coverage amounts for this Solicitation are outlined in Attachment J, Additional Agency Insurance Requirements**. Coverages not changed here remain as stated in the General Terms and Conditions.

4.9 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.10 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. **No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.**

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes No

5.0 SPECIFICATIONS AND SCOPE OF WORK

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

OBJECTIVE: To assess the condition of all overhead doors across Port of Wilmington’s buildings and warehouses for Overhead doors outlined in **Attachment K which defined the number of overhead doors for annual or biannual inspections**, prioritize them based on urgency, and provide preventive maintenance program (optional); and repair services (optional) for the two (2) overhead doors identified for repair by NCSPA.

- Identify if all overhead doors are safe, functional, and compliant with applicable standards.
- Establish a consistent annual inspection program with clear documentation. Identify deficiencies, categorize severity, and recommend corrective actions.
- NCSPA is considering adding a Preventive Maintenance (PM) Program to the annual overhead door inspection contract. PM Services will be evaluated as an optional line item and may be awarded separately from the base inspection scope. Vendors must provide a detailed description of their PM program, including tasks performed, materials used, minimum time per door, and services to perform preventive maintenance program should occur during annual door assessment inspections.
- Provide cost estimates for repairs *optional* repairs two (2) overhead doors identified as a separate line item.
- Perform inspections during normal business hours unless otherwise approved.
- Provide all labor, tools, equipment, and PPE required.
- Ability to meet NCSPA safety requirements and comply with OSHA, ANSI/DASMA, and manufacturer guidelines.

The selected vendor must demonstrate:

- Experience inspecting and repairing industrial overhead doors.
- Technicians trained in overhead door systems, safety devices, and mechanical components.
- Ability to provide digital documentation and reporting requirements

5.1 SPECIFICATIONS

MINIMUM SPECIFICATIONS	VENDOR RESPONSE YES OR NO (Please circle)
<p>Inspection Services:</p> <p>A. Frequency Annual or Biannual inspections for Overhead Doors (as deemed by NCSPA)</p> <p>B. Inspection Requirements:</p> <p>Visual Inspection:</p> <ul style="list-style-type: none"> ▪ Door Panels — dents, cracks, corrosion, delamination ▪ Tracks — alignment, wear, obstructions ▪ Rollers — wear, bearings, noise, binding ▪ Hinges — cracks, loose fasteners, deformation 	<p>A. YES or NO</p> <p>B. YES or NO</p>

<ul style="list-style-type: none"> ▪ Cables — fraying, tension, corrosion ▪ Torsion Springs — fatigue, deformation, balance ▪ Counterbalance System — proper operation ▪ Weather Seals — gaps, deterioration ▪ Motor Operators — mounting, wiring, noise ▪ Safety Devices — photo eyes, reversing edges (if applicable) ▪ Manual Operation — smoothness, resistance, chain operates freely ▪ General Structural Conditions — header, jambs, mounting hardware <p>Functional Testing: Vendor shall test each door for: Smooth opening/closing Proper travel limits Safety reversal functionality Manual release operation Motor operator performance Balance test (spring tension evaluation)</p> <p>Vendor must provide a digital inspection report for each door, including submission of individual door reports and a consolidated summary:</p> <ul style="list-style-type: none"> • Door ID (from NCSPA’s list) • Location (building, bay, coordinates if applicable) • Photos of each door • Photos of deficiencies • Condition rating (Excellent / Good / Fair / Poor/Critical) • Description of issues found • Recommended corrective actions • Estimated cost for repairs • Estimated urgency level <p>C. Prioritization Report Rank all doors based on: Prioritization & Assessment Report. Vendor shall produce a site-wide summary report that includes:</p> <p>A ranked list of all doors by condition A priority matrix using the following categories:</p> <ul style="list-style-type: none"> • Priority 1 – Critical (safety hazard or imminent failure) • Priority 2 – High (functional issues likely to worsen) • Priority 3 – Medium (non-critical but recommended repairs) • Priority 4 – Low (cosmetic or minor issues) <p>Recommended timeline for repairs</p>	<p>YES or NO</p> <p>YES or NO</p> <p>C. YES or NO</p>
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<p>Budgetary cost summary for all recommended repairs Identification of any doors requiring immediate lockout/tagout</p>	
<p>D. Optional Repair Proposal. Provide a repair pricing proposal for the two overhead doors identified by NCSPA. (located at Transit Shed 7 and Transit Shed 4). Vendor shall provide:</p> <ul style="list-style-type: none"> • Detailed repair scope for each door • Itemized cost proposal • Parts and labor breakdown • Lead times for materials • Warranty information <p>Repairs shall not begin until NCSPA issues written authorization.</p>	<p>D. YES or NO</p>
<p>E. Optional Preventive Maintenance (PM) Vendor Provided Program Detailed Description of Tasks Required. This program ensures each overhead door remains safe, reliable and fully operational throughout the year. PM activities must be performed during the same visit as the annual inspection and documented in the inspection report.</p> <ol style="list-style-type: none"> 1. Do you offer a preventative maintenance program? 2. Are your inspection techs capable of performing minor repairs or PM services at time of inspection? 	<p>E.</p> <ol style="list-style-type: none"> 1. YES or NO 2. YES or NO <p>If yes, please attach a description of the proposed PM services and checklist performed</p>
<p>F. Vendor acknowledges additional insurance requirements may be imposed by NCSPA and Vendor agrees to comply with such requirements if awarded the contract. (As per AGENCY INSURANCE REQUIREMENTS as outlined in Attachment J.</p>	<p>F. YES or NO</p> <p>Vendor acknowledges that additional insurance requirements may be imposed by NCSPA. If awarded the contract, Vendor agrees to provide any such insurance coverage as specified, at vendors expense, prior to contract execution.</p>

5.1 GENERAL SPECIFICATIONS

Specifications
<ol style="list-style-type: none"> 1. Vendor to complete inspection services within thirty (30) days of P.O. being issued unless arrangements are made between the vendor and NCSPA. Vendor Response: _____ 2. Vendor will provide a warranty on all workmanship and standard warranty on material as per manufacturer specifications. The proposal must specify the duration and scope of the warranty offered. Please specify warranty on workmanship and materials and attach a copy of the description of the warranty.

Vendor Response: Type of Warranty for Materials _____

Vendor Response: Type of Warranty Workmanship _____

3. Vendor to provide provisions for addressing warranty claims, including response time and resolution procedures
Please detail here. **Vendor Response:** _____

4. Job site to be kept clean and safe during process and inspected by unit personnel upon completion of work.
Vendor Response: _____

5.2 TASKS/DELIVERABLES

Deliverables:

- Individual Door Inspection Reports (PDF or digital platform)
- Site-Wide Summary & Prioritization Report
- Optional Preventive Maintenance (PM) Program to the annual overhead door inspection contract. Vendors must provide a detailed description of their PM program, including tasks performed, materials used, minimum time per door, and services to perform preventive maintenance program should occur during annual door assessment inspections.
- Optional Repair Cost Estimates proposal for two (2) Overhead doors to be repaired at Transit Shed 4 and Transit Shed 7 (identified by NCSPA)
- Final presentation of findings and recommendations.

5.3 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 re-examination 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.

5.4 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 not 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:	

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 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

All invoices must be sent to APAR@ncports.com with a PO# on the invoice.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically for a Post Award Review and Reporting Kickoff Meeting with NCSA for Project Review Meeting and future meetings to occur *monthly* or as defined by the Contract Manager. 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.

6.4 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.

6.5 PERIODIC REPORTS

The Vendor shall be required to provide status report after each **inspection cycle report(s)** to the designated Contract Lead on annual or biannual basis as agreed by NCSPA. This Cycle Inspection report shall include, at a minimum, the following information. The Report must include summary of Overhead Doors inspected, preliminary findings, condition assessments, recommendations for ongoing maintenance, any urgent issues requiring immediate attention and the prioritization matrix.

For any Repair Services: Vendor shall provide status updates during active repair work, updates must include work completed, work planned, issues or delays, photographic documentation of progress.

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 thirty (30) 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.

6.6 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 Manager.

Acceptance of Vendor's work product shall be based on the following criteria:

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.

Acceptance of Vendor's work product shall be based on the following criteria:

Inspection Services: Work will be considered acceptable when:

Reports are complete and accurate including Overhead Door conditions ratings, photographs and documented finding, clear prioritization matrix with justification or rankings.

Timeliness: Reports are submitted within agreed timeframe after inspections and / or preventive maintenance performed.

Clarity and usability: Reports are written in a professional format that can be easily understood.

Compliance: Inspections follow industry standards.

Verification: NCSPA may conduct spot check to validate inspection findings.

Repair Services work will be considered acceptable when

Documentation: Before and after photographs provided, Repair log detailing methods, materials and labor are provided.

Timeliness: Repairs completed within the agreed schedule

Warranty: Vendor provides warranty terms for repair work

Verification: NCSA representative inspect completed repairs to confirm compliance before final acceptance.

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.

6.7 FAITHFUL PERFORMANCE - RESERVED

6.8 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 six months 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.

6.9 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.

6.10 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.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

FAILURE TO RETURN THE REQUIRED ATTACHMENTS MAY ELIMINATE YOUR RESPONSE FROM FURTHER CONSIDERATION
PLEASE ENSURE YOU COMPLETE AND RETURN THE ATTACHMENT WHERE DENOTED.

IF YOU CANNOT OPEN THE LINKS, PLEASE NOTIFY US IMMEDIATELY VIA EMAIL.

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB, which can be found in the table in Attachment A Attached.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

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://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

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:

[open](#)

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

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://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

ATTACHMENT H: AGENCY TERMS AND CONDITIONS

The Agency Terms and Conditions which are incorporated herein by this reference are attached.

ATTACHMENT I: AGENCY FACILITY ACCESS REQUIREMENTS, WORK RESTRICTIONS & SAFETY PROTOCOL

Complete, sign, and return. Agency Facility Access which are incorporated herein by this reference are attached.

ATTACHMENT J: ADDITIONAL AGENCY INSURANCE REQUIREMENTS

Complete, sign, and return. Additional Agency Insurance Requirements which are incorporated herein by this reference are attached.

ATTACHMENT K: AGENCY BUILDING OVERHEAD DOORS(S) ASSESSMENT LIST

Agency Building Overhead Door(s) Assessment List which are incorporated herein by this reference are attached.

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****

ATTACHMENT A: PRICING FORM

Vendor shall furnish all necessary parts, labor, transportation, equipment, tools, materials and supplies as may be required to provide overhead door inspections, preventive maintenance (optional) repairs for two doors listed (optional) for the North Carolina State Ports Authority for the buildings listed Attachment K, Building Overhead Door(s) Inspection List in accordance with the terms and conditions and specifications fully incorporated herein.

Inspection Services:

Please provide pricing to provide Annual Roof Inspections/ Bi-Annual Roof Inspection Services(Required)

Line #	QTY	UOM	DESCRIPTION	EXTENDED PRICE
1			Annual Overhead Door Inspections Flat rate per door for annual inspection	\$ _____
2			Bi-Annual Overhead Door Inspections Flat rate per door for annual inspection	\$ _____

(Note: #: Attachment K, the list of doors may be subject to change through the contract period)

Repair Proposal (Optional) Provide a repair pricing proposal for the two preliminary critical roofs identified by NCSA. (Transit 4 and Transit Shed 7). **Note: No Full Door replacements, this should be repair only**

Transit Shed 4

Line #	QTY	UOM	DESCRIPTION	EXTENDED PRICE
1			Material	\$ _____
2			Labor	\$ _____

Transit Shed 7

Line #	QTY	UOM	DESCRIPTION	EXTENDED PRICE
1			Material	\$ _____
2	1		Labor	\$ _____

TOTAL BID AMOUNT for Repairs: \$ _____

Preventive Maintenance Program Proposal (Optional) Provide a pricing proposal. The price should be per door price. Please utilize the door inventory list provided in Attachment K to provide your pricing.

Transit Shed 4

Line #	QTY	UOM	DESCRIPTION	EXTENDED PRICE
1			PM Price per door Flat rate per door for PM program	\$ _____
2			Total doors eligible for PM program Please identify Qty _____	\$ _____
			Total Extended PRICE PM Price X number of doors	\$ _____

ATTACHMENT H

NORTH CAROLINA STATE PORTS AUTHORITY AGENCY TERMS AND CONDITIONS

Non-Discrimination: The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Maritime Administration (MARAD) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Maritime Administration (MARAD), as appropriate, and will set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Maritime Administration (MARAD) may determine to be appropriate, including, but not limited to: withholding payments to the contractor under the contract until the contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Maritime Administration (MARAD) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ATTACHMENT I

North Carolina State Ports Authority Agency Terms and Conditions

Facility Access Requirements, Work Restrictions & Safety Protocol

Please acknowledge confirming review and acceptance of Attachment I

Name: _____

Title: _____

Signature: _____

Date: _____



-FACILITY ACCESS REQUIREMENTS

(Updated 01/23/2023/

FACILITY COMPLIANCE

The North Carolina State Ports Authority (NCSPA) marine terminals are federally regulated maritime facilities that must adhere to and enforce the Maritime Transportation Security Act (MTSA) regulations. The NCSPA is fully compliant with the provisions of the MTSA and utilizes the federal Transportation Workers Identification Credential (TWIC) as the primary credential to initiate unescorted access.

FACILITY ACCESS POLICY

1. Individuals with a valid TWIC card will be granted access under the following conditions:
 - a. They must have a valid TWIC card in their possession,
 - b. They must be able to demonstrate a legitimate reason to enter the port,
 - c. They must possess a valid photo government issued identification (i.e., driver's license),
 - d. They must register in the NCSPA Access Control System by getting their TWIC card enrolled into the NCSPA Access Control System.
2. Individuals with a payment receipt, or an enrollment email confirmation showing that they have applied for their initial or first TWIC card will be allowed escorted access for thirty (30) consecutive calendar days.
3. Individuals with a payment receipt, or an enrollment email confirmation showing that they have applied for a renewal of their TWIC card will be granted escorted access for thirty (30) consecutive calendar days provided the payment receipt, or the enrollment email confirmation is dated before the expiration of the original TWICcard.
4. Individuals that have a payment receipt, or an enrollment email confirmation showing that they have reported their TWIC card lost, stolen or damaged will be granted thirty- seven (37) consecutive calendar days of escorted access provided the individual was previously enrolled in the NCSPA Access Control System.
5. Individuals without a valid TWIC (Non-TWIC Holders) will be granted access under the following conditions:
 - a. Individuals without a TWIC who regularly access NCSPA facilities must apply for a TWIC card to gain access to any NCSPA facility. Regular access is defined as an individual that will access the

facility five (5) times in a 6-week period. Regular Access Users include but are not limited to, Port Employees, Port Tenants, Stevedores, Contractors, Longshoremen, Vendors, Truck Drivers, Customers, etc.

- b. Individuals without a TWIC will be granted a maximum of five (5) escorted facility visits within a 6-week period.
- c. Individuals without a TWIC must apply for their TWIC card before the expiration of their thirtieth (30th) visit.
- d. Individuals without a TWIC must produce a payment receipt, or an enrollment email confirmation before the expiration of their fifth (5th) escorted visit. Failure to do so will result in their access to NCSPA restricted or secure areas being denied.
- e. Individuals who have applied for their TWIC card and are waiting for its arrival can present their payment receipt, or the enrollment email confirmation to port police and the individual will be granted an additional thirty (30) consecutive calendar days of escorted access. In the event the individual's TWIC card is delayed beyond thirty (30) days, the individual can present a letter from TSA explaining why their card has been delayed to receive an extension.
- f. Individuals without a TWIC that are being escorted will be subject to a random security screening as required for the MARSEC Condition in effect.
- g. **It is the individual without a TWIC and the TWIC escort's responsibility to always make sure that the escorted individual is always with the TWIC escort.**
- h. Individuals without a TWIC must always stay side by side with their escort. Individuals without a TWIC must never leave their TWIC escort's side.
- i. If the NCSPA receives a fine due to an escorts or individual being escorted violation of TWIC Federal Regulations while on a marine terminal, the NCSPA may seek reimbursement from that person after the NCSPA has paid said fine.
- j. The Transportation Security Administration (TSA) may fine an individual for the first offense of a TWIC violation. The minimum offense fine for violation of escort procedures is \$1190. However, fines for individuals run up to \$13,910 per violation. First offense sanctions have been sent to TWIC Escorts at Ports of Wilmington in recent history.
- k. Individuals who are denied a TWIC by TSA **will** not be granted access to any NCSPA restricted or secure areas.
- l. Individuals who are directly related to the discharge or loading of ocean-going yachts/sailboats/catamarans/commercial vessels to or from a cargo vessel shall comply with the following requirements:

- Give at least 24 hours' notice to North Carolina Ports Police
- Use a certified TWIG escort.
- All proper PPE must be worn (safety vest, hard hat, safety shoes)
- Only minimal number of personnel needed to safely operate the vessel being discharged or loaded will be allowed through the facility (no large family groups, sight-seeing charters or other passengers for hire)
- Personnel must first go to the badging office, submit proper identification, and go through security screening process.
- Upon successful security screening a special day pass will be issued with signature documentation that an escort on the vessel has taken positive control of the person being escorted (unless the escort takes the individual all the way to the pilot ladder on outboard side of the vessel) thisJ11Lill be known as an escort-to-escort hand-off
- Written confirmation 24 hours shall be sent in advance to North Carolina Ports Police Department (e-mail is fine) from the ship's captain or vessel management representative, authorizing additional people are allowed on board the vessel (due to COVID-19 safety protocols)
- Special yacht retrieval day pass will be provided to the gate house (with signature for ship escort representative for escort-to-escort hand-off.

7.0 SECTION 011402 - NORTH CAROLINA STATE PORTS AUTHORITY SAFETY AND SECURITY REGULATIONS

Be it resolved that pursuant to the authority vested in it by G.S. 136-269(c), the Board of the North Carolina State Ports Authority hereby adopts and records in its proceedings the following regulations governing traffic, parking, and the registration of motor vehicles and other regulations relating to the safety and welfare of persons using any and all properties owned and or controlled by the North Carolina State Ports Authority. From the date of filing of a copy of these regulations in the office of the Attorney General, the posting thereof in appropriate places on the port property and providing the appropriate signs, they shall apply to and be in effect on property owned or leased by the North Carolina State Ports Authority. By the adoption hereof, all other sections of regulations in conflict herewith are repealed.

8.0 SECTION 1- DEFINITIONS

Stah1t01y definitions - the definitions of all terms used in these regulations shall be those set forth in G.S. 20-4.01 and other applicable section of the General Statutes of North Carolina insofar as they are provided.

9.0 SECTION 2-APPLICABILITY OF STATE LAWS

The laws of the State of North Carolina regulating the use of public streets and roadways shall apply to all streets, roads, driveways, alleyways, and open areas on the State Ports Terminals as if set forth herein.

10.0 SECTION 3 - TRAFFIC CONTROL DEVICES

3.1. - Placement and Maintenance -The North Carolina State Ports Authority shall cause to be placed and maintained traffic control signs, signals and devices when as required under the traffic regulations for all terminals to make effective provisions of said regulations, and may place and maintain such additional traffic control devices as they may deem necessary to regulate traffic under the traffic regulations of the two terminals or under state law, or to guide or warn traffic.

3.2. - Standards and Specifications - All traffic control signs; signals and devices shall conform to the specifications approved by the North Carolina Department of Transportation (NCDOT). All signs and signals required here for a particular purpose not defined by the NCDOT specifications, shall so far as practicable be uniform as to type and location throughout the terminals. All traffic control devices so established and not inconsistent with the provisions of state law or this regulation shall be official traffic control devices.

11.0 SECTION 4 - FIREARMS AND WEAPONS PROHIBITED

4.1. - It shall be unlawful for any person to possess, or carry whether openly or concealed, whether authorized as a Concealed Handgun Permit (HCP) person, regardless of the state of issue, any gun, rifle, pistol, dynamite cartridge, ammunition, bomb, grenade, mine, powerful explosive as defined in G.S. 14-284.1, bowie, knife, dirk, dagger, slingshot, leaded cane, switchblade knife, blackjack, metallic knuckles or any other weapon of like kind on any terminal of the Ports Authority. For the purpose of this Section a self-opening or switch- blade knife is defined as lmife containing a blade or blades which open automatically by the release of a spring or a similar contrivance, and the above "weapon of like kind" includes razors and razor blades (except solely for personal shaving) and any sharp or edged instrument except, unaltered nail files and clips and tools used solely

for the performance of one's duty or occupation on the terminals. This section shall not apply to the following persons: Officers and enlisted personnel of the armed forces of the United States of America while carrying out their official duties and acting under orders requiring them to carry arms or weapons; civil officers of the United States while carrying out their official duties; officers of the state; or any county; city; or town including duly sworn special policemen in the employment of the Ports Authority, charged with the execution of the laws of the state, while canying out their official duties. This section does not apply to commercial or military shipments of explosives, ammunition, weapons, or other cargo authorized by the Department of Defense, Customs and Boarder Protection, or the United States Coast Guard.

4.2 - North Carolina State Ports Authority Police and Security Officers shall not hold nor store any of the above listed items for person(s) working, visiting, or conducting business on port property other than for the purpose of a lawful seizure. Any weapon directed by a court order shall be returned to the lawful owner.

4.3 - Person(s) found in violation of this regulation may be charged under applicable North Carolina General Statutes.

12.0 SECTION 5 - ALCOHOLIC BEVERAGES PROHIBITED

5.1. - No person(s) shall be allowed to consume or possess any alcoholic beverage, as defined in G.S 1Sb-101., whether sealed or opened on property owned or leased by the Ports Authority.

5.2. - This section shall not apply to vehicles or persons delivering alcoholic beverages as part of a vessel's stores. Under this situation the alcoholic beverages shall be sealed and packaged for delive l y to the vessel and be listed on a bill of lading or manifest as vessel stores to a specific vessel.

13.0 SECTION 6 - SPEED LIMITS AND USE OF HEADLIGHTS

6.1. - The following is a list of speed limits for the Wilmington Terminal.

All Main Streets	20MPH
Inside all Transit and Storage Buildings All open	10MPH
Berths	15MPH

6.2. - The following is a list of speed limits for the Morehead City terminal.

All Streets, Alleyways, Open Areas	20MPH
Inside all Transit and Storage Buildings All open	10 MPH
Berths	15MPH

6.3. - At all times, all ports vehicles, privately owned vehicles, and commercial vehicles shall use headlights while operating on port property. Reach stackers, Tyco trucks, power industrial trucks and public safety vehicles are exempt from this requirement.

14.0 SECTION 7 - STOPPING, STANDING, DRIVING AND PARKING

Sec. 7.1 - Stopping in Traffic Lanes,

No vehicle shall stop in any street, roadway, alleyway, wharf, dock, pier, except for the purpose of parking as prescribed in this chapter, unless such stop is made necessary by the approach of emergency response vehicles, by approach of a train, by the giving of traffic signals, the passing of some other vehicle or a pedestrian or by some emergency; and in any case *covered* by these exceptions. Such vehicles shall not stop so as to obstruct any fire exit door, warehouse door, footway, pedestrian aisle, and safety zone, street crossing or street intersection.

Sec. 7.2 - Standing in Traffic Lanes.

No person shall place or caused to be placed, a vehicle on any street so as to interrupt or interfere with the passage of public conveyances or other vehicles,

Sec. 7.3 - Driving and Parking in Unauthorized Areas,

Parking shall be in designated parking areas only, No person shall drive, stop, stand, or cause a vehicle to be parked in a travel lane, on the wharf, dock, pier, inside warehouse, loading dock, transit shed, ramp, or all warehouse doors unless authorized by the Ports Police. North Carolina Ports vehicles carrying out official duties are exempt from this provision,

Sec. 7.4 -Towing of Vehicles.

Vehicles parked in violation of the foregoing regulations may be towed away at the owner's expense. This includes vehicles obstructing traffic from flowing in and out of any property owned or under the control of the North Carolina State Ports Authority,

Sec, 7,5 -Any person or persons found in violation of this port regulation shall be subject to a \$25.00 fine. Failure to pay this penalty within forty-eight (48) hours of the violation will result **in** the revocation of driving privileges on all property owned by or under the control of the North Carolina State Ports Authority. Civil penalties shall be paid to the Ports Authority Police Department.

15.0 SECTION 8 - CONTROL OF SMOKING

Sec. 8.1. - Smoking (including electronic cigarettes) will be permitted only within designated smoking areas,

Sec, 8,2, - Smoking (including electronic cigarettes) is prohibited **in** all transit sheds and warehouses on the two terminals,

Sec. 8.3. - Smoking (including electronic cigarettes) is prohibited on all of the berths on the two terminals whether owned, leased, or under the control of the North Carolina State Ports Authority.

SECTION 9 - FISHING ON OR FROM PORTS AUTHORITY PROPERTY PROHIBITED

No person(s) shall be allowed to fish, set traps or cast nets, from any pier, berth or land owned, leased, or under the control of the Ports Authority.

SECTION 10 -ANIMALS RUNNING AT LARGE

Sec. 10.1. - It shall be unlawful for a person owning or having custody of any animal to willfully permit or allow the animal to run at large on any property owned or controlled by the North Carolina State Ports Authority.

Sec. 10.2. -Any person or persons found in violation of this port regulation shall be subject to a \$25.00 fine and any applicable court costs.

SECTION 11- PERSONAL PROTECTIVE EQUIPMENT

Sec. 11.1. -ANSI-2 compliant high visibility vest or shirt are required while on any part of the property owned or controlled by the North Carolina State Ports Authority in which operations are being conducted or vehicles are under operation including parking areas, streets or alleyways, inside warehouses or cargo storage areas, or while operating cargo equipment or vehicles. Certain jobs and locations may be exempt if other hazards are created by use of PPE.

Sec. 11.2. - An approved hard-hat or safety helmet is required while within 100 feet of any and all overhead operations to include use of cranes, top-loaders, straddle carriers, forklifts, front-end loaders, overhead conveyors, ship line handling, or any other operations involving cargo stacked or lifted overhead. Forklift and other equipment operators, while seated on equipment which is equipped with an overhead guard are exempt from this requirement so long as they remain seated underneath the guard.

Sec. 11.3. -Any person or persons on any property owned or controlled by the North Carolina State Ports

Authority is required to wear safety shoes at all times. Motor carrier operators and contractors not directly employed by the North Carolina State Ports Authority are required to wear closed toe shoes at all times. Flip flops, sandals, clogs, or any other shoes which expose all or part of the feet are prohibited.

Sec. 11.4. - Fall protection is required for all work conducted above 4 feet from the ground. An approved safety harness must be worn and anchored to an appropriate anchor point at all times while working more than 4 feet above ground including work on top of train cars, cargo containers, buildings, or any other above groundwork. Man lifts, scissor lifts, or lift baskets which are equipped with safety railings do not exempt persons from this requirement.

Sec. 11.5. - Additional safety equipment, including life jackets, respirators or other breathing protection, safety glasses or goggles, or any other piece of required personal protective equipment, must be worn in areas in which such a requirement has been clearly posted. Employees working over or near water, where the danger of drowning exists, shall wear a U.S. Coast Guard-approved life jacket or buoyant work vest.

Sec. 11.6. - Designated groups under supervision of North Carolina Ports may be exempt from wearing PPE as long as other safety protocols and risk mitigation measures are followed.

SECTION 12 - MOTOR CARRIER OPERATORS

Sec. 12.1. - All motor carrier operators are required to remain in their vehicle during cargo operations and while in areas designated for cargo operations unless otherwise directed by cargo personnel. Any adjustments to containers or cargo must be completed in the Container Interchange. In shipping and receiving, scale house, or other non-cargo areas motor carrier operators may be exempt from this requirement.

Sec. 12.2. - While waiting for cargo operations to begin, or while waiting for a loading dock or lane to become available, motor carrier operators must remain in their vehicle. Motor carrier operators are prohibited from loitering in any area outside of cargo areas adjacent to their vehicle or designated break rooms.

Sec. 12.3. - Motor carrier operators are prohibited from stopping in travel lanes to complete any preparatory actions such as adjusting axles, securing cargo, completing logbooks, etc. All preparatory actions must be completed in the Container Interchange prior to entering travel lanes.

SECTION 13 - RESTRICTED AREAS

Sec. 13.1. - It shall be unlawful for any unauthorized person to enter any part of property owned or under the control of the North Carolina State Ports Authority when such area is clearly marked restricted. Areas marked with signage or enclosed with traffic cones, police tape, jersey or concrete barriers, temporary fences, or any other barrier intended to prevent entry are considered to be clearly marked restricted.

Sec. 13.2. - It shall be unlawful for any unauthorized person to tamper with, *move* or reposition, damage, or otherwise cause to become ineffective, any sign or barrier used to indicate a restricted area. Barrier devices included under this section include traffic cones, police tape, jersey or concrete barriers, temporary fences, or any other barrier intended to prevent entry into a restricted area.

SECTION 14 - HOT WORK AND FUEL

Sec. 14.1. -A permit shall be required for all "Hot Work" including torch cutting, welding, burning, or any other work which poses an abnormally high fire risk while on any property owned or under the control of the North Carolina State Ports Authority.

Sec. 14.2. - Stored energy must be secured at all times prior to, during, or after "Hot Work." For the purpose of this section, stored energy includes all acetylene, propane, or any other fuel tank used to facilitate high heat work. Such energy must be secured so as to prevent damage from falls or exposure to fire

Sec. 14.3. - A permit shall be required for all fuel transfers to or from any vessel moored at any property owned or under the control of the North Carolina State Ports Authority.

Sec. 14.4. - It shall be the responsibility of the holder of a permit to transfer fuel to ensure that a reasonable containment area is established prior to beginning fuel operations in order to minimize the risk of fuel spills or fire.

Sec. 14.5. - Permits required under this section must be obtained from the North Carolina State Ports Authority Police Department, and all requirements listed on each permit must be met in order for permits to remain valid.

SECTION 15 - ELECTRONIC COMMUNICATION DEVICES

Sec. 15.1. - It shall be unlawful for the operator of any cargo equipment or vehicle including cranes, forklifts, top loaders, front end loaders, or operators of motor carrier vehicles, to use handheld and hands-free electronic communication devices such as phones, radios, tablets, etc., while they are in control of any vehicle and the vehicle is in motion. Two-way radios used solely to facilitate cargo operations are exempt from this section.

Sec. 15.2. - It shall be unlawful for any person or persons to use handheld and hands-free electronic communication devices such as phones, radios, tablets, etc., during active cargo operations. This includes any spotter, line handler, person actively assisting crane operations, or persons within 25 feet of active cargo operations. Two-way radios used solely to facilitate cargo operations are exempt from this section.

SECTION 16 - USE OF GOLF CARTS AND UTILITY VEHICLES ON PORT PROPERTY

It shall be unlawful for any person or persons to operate golf carts or utility vehicles on port property. Golf carts and utility vehicles used by North Carolina Ports employees under an operational or human resource provision are exempt from this section. Only street legal vehicles that are properly lighted, insured, licensed and registered shall be permitted to operate on port property.

SECTION 17 - GENERAL HOUSEKEEPING

It shall be unlawful for any person to leave garbage, rubbish, dunnage, damaged cargo, damaged equipment, excess materials, abandoned or inoperable vehicles anywhere on port property.

SECTION 18-FINES & PENALTIES

Any person found in violation of any of the above listed regulations may be subject to a \$25 fine, revocation of driving privileges on properties owned or under the control of the North Carolina State Ports Authority, and/or revocation of access rights to any or all of the properties owned or under the control of the North Carolina State Ports Authority, or all of the above. Civil penalties for violations may be paid at the North Carolina State Ports Police Department and must be paid within 48 hours of issuance. Failure to pay may result in restricted access to the port.

Work Restrictions/ Safety and Security Regulations

1.1 SAFETY

The Vendor shall assign a safety officer to the Project for its duration. At a minimum, the Safety Officer shall be physical present at the Port of Wilmington for the complete time from the commencement of the work through commissioning, certifications, and placement into the NCSPA operations. The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

1.2 HOT WORK

A. Vendor is to coordinate any hot work with NCSPA and obtain a Hot Work Permit as well as follow NCSPA Procedures.

1.3 OTHER CONTRACTS AND OWNER'S OPERATIONS

A. The Owner or other Vendors may have operations underway at or near the site of work under this contract. The Vendor shall fully cooperate with the Owner's work forces or other Vendors and shall adapt his scheduling and performance of the work under this Contract to accommodate the other work and shall heed any directions that may be provided by the Owner. The Vendor shall not commit, nor permit, any act that will interfere with the performance of work by other Vendors or the Owner.

1.4 FACILITIES SECURITY

A. The Vendor and his personnel will comply with the security regulations of the Owner. The Vendor's employees working on NCSPA property may be required to attend a Port Security Training Class as required by the current Maritime Security Act.

1.5 TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) PROGRAM A. Controlling access to certain maritime facilities is a critical component of the Department of Homeland Security's (DHS) efforts to enhance port security. A TWIC is a federally-mandated common identification credential for all personnel requiring unescorted access to secure areas of regulated maritime facilities; these regulated facilities include both NCSPA port terminals. B. The Transportation Security Administration (TSA) issues TWICs. TWIC enrollment centers are located in both Wilmington and Morehead City. A thorough background check is made by TSA prior to issuance of a TWIC. The cost of a TWIC is \$125.25 per person or as defined by the Transportation Security Administration. It is valid for 5 years. For additional information or enrollment procedures, please visit <https://universal.enroll.dhs.gov/>. C. Vendor and Vendors are responsible for compliance by all individuals requiring access to the Ports on behalf of the

Vendor/Vendor to perform the contracted work, including but not limited to employees, agents, subVendors, and suppliers.

D. Vendors/Vendors shall be in compliance with all TWIC requirements prior to initiating contracted work. E. The Vendor/Vendor is responsible for all costs associated with obtaining a TWIC. F. Under the current program, an individual with a valid TWIC may escort a total of five other individuals. An individual may be escorted onto site no more than 30 times. Any individual requiring access to sit more than the 30 allotted times is required to obtain a TWIC badge. The escorted individuals must be continuously accompanied in a side-by-side manner by their escort while on NCSPA property. Individuals must attend a class given by the NCSPA Police Department prior to escorting any individual that does not have a valid TWIC. For additional information on TWIC policies see current TWIC Facility Access Requirements. G. Violations of any TWIC regulation may result in the removal of the individual from NCSPA property. No extension of time for completion of the contract will be allowed if this occurs. Any fines that are charged to the North Carolina State Ports Authority as a result of the actions of the Vendor/Vendor may be subject to reimbursement by the Vendor/Vendor.

1.5 EXISTING WORK

A. The Vendor shall protect existing work, which is to remain in place, be reused, or remain the property of the North Carolina State Ports Authority. Repair items which are to remain, and which are damaged during performance of the work to their original condition.

1.6 USE OF SITE

A. The Vendor's use of the site may be restricted. Work hours may be limited. Parking permits may be required.

ATTACHMENT J

North Carolina State Ports Authority Agency Terms and Conditions Minimum Insurance Requirements

Please acknowledge and confirm review and acceptance of Attachment J

Name: _____

Title: _____

Signature: _____

Date: _____

MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the Vendor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker’s Compensation and Employer's Liability

The Vendor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Public Liability and Property Damage

The Vendor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent Vendors, completed operations, products and contractual exposures, as shall protect such Vendors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Vendor or by any subVendor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder’s Risk/Installation Floater)

The Vendor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the Vendor, the subVendors and sub-subVendors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the Vendor to purchase or maintain such insurance, then the Vendor shall bear all reasonable costs properly attributable thereto; the Vendor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Vendor.

e. Other Insurance

The Vendor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The Vendor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

CLEANING UP AND RESTORATION OF SITE The Vendor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Vendor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner. At the end of Installation, the Vendor shall oversee and implement the restoration of the Installation site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.