



# **STATE OF NORTH CAROLINA**

**Department of Insurance**

**Invitation for Bid #: 12-001234**

**Rescue Rope Equipment**

**Date Issued: 12-001234**

**Bid Opening Date: March 6, 2024**

**At 2:00 PM ET**

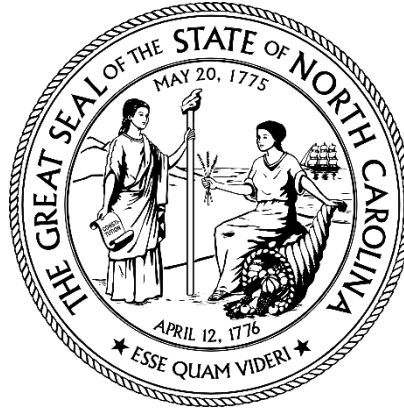
**Direct all inquiries concerning this IFB to:**

Wendy Holland

Purchasing Officer

Email: [Wendy.Holland@ncdoi.gov](mailto:Wendy.Holland@ncdoi.gov)

Phone: 919-807-6038



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**12-001234**

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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.**

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Vendor Name

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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://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA**  
**Department of Insurance**

<p>Refer <b><u>ALL</u></b> Inquiries regarding this IFB to: The procurement lead through the Message Board in the Sourcing Tool. See section <b><u>2.5</u></b> for details: Wendy Holland, Purchasing Officer</p>	<p><b>Invitation for Bids # 12-001234</b></p> <p><b>Bids will be publicly opened: March 6, 2024 @ 2:00 PM ET</b></p> <p><b>Microsoft Teams</b> <a href="#">Need help?</a></p> <p><a href="#">Join the meeting now</a></p> <p>Meeting ID: 233 389 209 773 Passcode: <a href="#">ojvJff</a></p> <hr/> <p><b>Dial-in by phone</b></p> <p><a href="#">+1 984-204-1487,770229114#</a> United States, Raleigh</p> <p><a href="#">Find a local number</a></p> <p>Phone conference ID: 770 229 114#</p> <p><b>Join on a video conferencing device</b></p> <p>Tenant key: <a href="#">ncgov@m.webex.com</a></p> <p>Video ID: 116 901 207 1</p> <p><a href="#">More info</a></p> <p>For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></p>
<p><b>Using Division: Office of State Fire Marshal</b></p> <p><b>Requisition No.: NA</b></p>	<p><b>Commodity No. and Description: 461916 Fire Fighting Equipment</b></p>

**EXECUTION**

In compliance with this Invitation for Bids (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),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- 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 Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's 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 below**. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot 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:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

**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 in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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.

<p><b><u>FOR STATE USE ONLY:</u></b> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p style="text-align: center;"><b>(Authorized Representative of the North Carolina Department of Insurance)</b></p>
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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to furnish and deliver various rope rescue equipment for the North Carolina Department of Insurance (NCDI), Office of State Fire Marshal (OSFM).

OSFM received grant funding to purchase FEMA equipment. This equipment will be used to train first responders in various emergency scenarios and used in actual emergency situations.

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

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

The 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: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### **What is the Ariba Network?**

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

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

### 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, or issues regarding any component within 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 and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations 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. 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 to 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	February 21, 2024
Submit Written Questions	Vendor	February 26, 2024 by 5:00 PM ET
Provide Responses to Questions	State	February 27, 2024
Submit Bids	Vendor	March 6, 2024 @ 2:00 PM ET
Contract Award	State	March 15, 2024

## 2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 12-001234 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum 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 an Addendum to this IFB.

## 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.



2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

## 2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures 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.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response: 4.5 Authorized Reseller
- e) Completed version of ATTACHMENT A: PRICING FORM
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 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 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 herein 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 for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The 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 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal 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 purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.2 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 electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, 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 in a requirement would allow for the State to receive a better bid, the Vendor is encouraged 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 delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### 4.2 PRODUCT IDENTIFICATION

##### **BRAND SPECIFIC**

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

#### 4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

#### 4.4 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

**Attn: Brian Wade**

**NC Department of Insurance**

**Office of State Fire Marshal**

**1429 Rock Quarry Rd., Suite 105**

**Raleigh, NC 27610**

Vendor should complete delivery within thirty (30) consecutive calendar days after receipt of purchase order.

#### 4.5 AUTHORIZED RESELLER

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

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

#### 4.6 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.

#### 4.7 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

#### 4.8 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.

#### 4.9 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 the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

#### 4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

#### 4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

## 5.0 PRODUCT SPECIFICATIONS

### 5.1 SPECIFICATIONS

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

Item #	Specifications
1	<p><b>CMC Clutch</b>  Manufacturer: Harken Industrial  Model #: 335011  Single wearable tool suited for efficient hauling, controlled lowering, smooth personal descent, easy ascending and belaying. Stainless steel ratcheting and rotating sheave provides efficient and audible progress capture. Rope loading/unloading is secured with a double-latched side plate design that is independent of the device's attachment point. Anti-Panic brake and force limiting features ensure operational safety and overload protection. Machined aluminum chassis clad with stainless steel wear guards. Integrated becket allows for direct connection of mechanical advantage systems. 10.5-11.5 mm rope diameter compatible device certified to NFPA 1983 (G-Rated), ANSI Z359.4 and EN 12841/C, 341/2A, and 15151/8.</p>
2	<p><b>ASAP Lock</b>  Manufacturer: Petzl  Model #: B71ALU  Constant fall protection:  – arrests falls, slides, and uncontrolled descents  – works on vertical or angled rope  – locks on the rope even if grabbed during the fall  Integrated locking function allows the user to immobilize the device in order to reduce the length of a fall. In case of a strong wind, this function also prevents the rope from being blown upward.  – moves up or down the rope, without any manual manipulation of the device  – easy to install and remove at any point on the rope  – connection arm makes the system drop-resistant when passing intermediate anchors  Specifications: Material(s): aluminum, stainless steel, nylon, Weight: 425 g  Certification(s): CE EN 12841 type A when used with an ASAP'SORBER or ASAP'SORBER AXESS energy absorber, and an EN 1891 type A, 10-13 mm rope Certification(s): CE EN 353-2 when used with an ASAP'SORBER or ASAP'SORBER AXESS energy absorber, and an ASAP'AXIS 11 mm or AXIS 11 mm rope with a sewn termination Certification(s): EAC when used with an ASAP'SORBER or ASAP'SORBER AXESS energy absorber, and an EN 1891 type A, 10-13 mm rope Certification(s): ANSI Z359.15 when used with an ASAP'SORBER or ASAP'SORBER AXESS energy absorber, a Bm'D or OXAN TRIACT-LOCK (international version) carabiner, a CAPTIV positioning bar, and a RAY 12 mm rope.</p>
3	<p><b>ASAP'SORBER AXESS</b>  Manufacturer: Petzl  Model #: L071CB00  Energy absorber for ASAP or ASAP LOCK for a maximum load of 250 kg, the ASAP'SORBER AXESS energy absorber may only be used with the ASAP or ASAP LOCK mobile fall arrester. It allows user to work at a distance from the rope, in order to protect it during certain work phases. Equipped with tear-webbing inside a pouch that opens on each end, the absorber is protected from abrasion, while allowing for regular inspection. It can be used in two-person rescue situations for a maximum load of 250 kg.</p>
4	<p><b>Petzl I'D S</b>  Manufacturer: Petzl  Model #: D020AA00  Self-braking I'D S descender for work at height and rope access work. It has an ergonomic handle that allows comfortable descent control. The integrated anti-panic function and anti-error catch limit the risk of an accident due to user error. The AUTO-LOCK system allows users to easily position themselves at a workstation without having to manipulate the handle or tie off the device. Once locked, the rope can be taken up without having to manipulate the handle. The safety gate allows the rope to be installed with the device remaining connected to the harness. I'D S is compatible with 10 to 11.5 mm rope.</p>

Item #	Specifications
5	<p><b>Petzl GRILLON</b>  Manufacturer: Petzl  Model #: L052AA02  Length: 4m  Easy to use: the fine adjustment system allows length to be precisely adjusted for comfortable positioning at a workstation.  Can be used in two ways:  Double mode (on the harness side attachment points) when the user works with weight on his/her feet. This type of attachment ensures better load distribution on the belt. Length is adjusted by pressing on the pivoting cam.  Single mode, on the harness ventral attachment point, when the anchor is located above the user, so that the load is comfortably distributed between the belt and leg loops. Length is adjusted by operating the handle, while holding the free end of the lanyard. Sewn terminations on both ends with plastic sheath to keep the connector in position and protect the rope from abrasion. Protective sheath protects the rope from abrasive contact and enhances rope glide. This protection can be removed for single mode use, to bring the user closer to the anchor.  Specifications: Material(s): nylon, polyester, aluminum  Certification(s): ANSI Z359.3, CSA Z259.11, CE EN 358, CE EN 12841 type C, EAC.</p>
6	<p><b>Petzl Pantin Foot Ascender R</b>  Manufacturer: Petzl  Model #: B02CRA  Version: Right-foot  - Used in conjunction with CROLL, ASCENSION, or ASCENTREE rope clamps  - Design facilitates rope glide on the first few meters  - Toothed cam with self-cleaning slot optimizes performance under a variety of conditions (such as frozen or dirty ropes)  - Mechanism is totally integrated into the body of the rope clamp to help prevent snagging  - Releases from the rope with a simple backwards movement of the foot  - Quick and easy to adjust with DOUBLEBACK buckle  - Durable construction: Stainless steel cam offers excellent corrosion resistance, high-modulus polyethylene strap is abrasion-resistant, available in right and left-foot versions  Specifications: Material(s): Aluminum, stainless steel, high-modulus polyethylene, weight: 85 g.  Rope compatibility: 8 to 13 mm.</p>
7	<p><b>Petzl Knee Ascent Loop</b>  Manufacturer: Petzl  Model #: D022DA00  Facilitates ascents on a single rope:  - upper strap is connected to the mechanical Prusik to allow the ZIGZAG or ZIGZAG PLUS and CHICANE unit to be raised  - CROLL L rope clamp is integrated, for a comfortable ascent in conjunction with a PANTIN foot-mounted rope clamp (not included)  - lower Dyneema strap with foot loop for optimal foot positioning  - easy to install and remove  - easy to put in place, thanks to connectors and adjustment buckles  - comes with XS size TOOLBAG tool pouch  - integrated thumb catch  - Multiple settings adjust to different shapes and sizes  Specifications: Material(s): aluminum, steel, nylon, polyester, weight: 280 g, min. rope diameter: 8 mm, max. rope diameter: 13 mm.  Rope compatibility: EN 1891 type A low stretch kernmantel ropes</p>
8	<p><b>Petzl Quick Step</b>  Manufacturer: Petzl  Model #: C09  Rapid length adjustment via the DoubleBack buckle</p>

Item #	Specifications
	<ul style="list-style-type: none"> <li>- Equipped with a STRING, which holds the carabiner in position and protects the carabiner attachment loop from wear</li> <li>- 3 mm hole in buckle for attaching a cord to facilitate adjustment</li> <li>- Loop on the free end of the webbing for attaching a piton during placement</li> <li>- Foot retention system helps keeps your foot in the step while ascending</li> </ul> <p>Specifications: Material(s): nylon webbing, DoubleBack buckle of aluminum and heat-treated steel, weight: 142 g</p>
9	<p><b>Petzl Looping</b>            Manufacturer: Petzl            Model #: C25            Attaches to an ASCENSION rope clamp for rope ascents or directly onto an anchor for progression in overhangs or roofs. Underfoot strap is abrasion-resistant and slightly rigid to make it easier to step into.            Specifications: Material(s): nylon, weight: 145 g.</p>
10	<p><b>Petzl Basic</b>            Manufacturer: Petzl            Model #: B18BAA            Compact ascender. Can be used for rope ascent on a fixed line or as progress capture in a hauling system            Toothed cam with self-cleaning slot.            -Stainless steel cam has resistance to corrosion            -Lower attachment hole large enough for two carabiners (lanyard and foot loop)            -Upper connection hole for guiding the rope            Specifications: Material(s): aluminum frame, stainless steel cam, nylon safety catch, weight: 85 g., rope compatibility: 8 to 11 mm.            Certification(s): CE EN 567, UKCA, UIAA</p>
11	<p><b>Petzl Fifi</b>            Manufacturer: Petzl            Model #: V12            The slot allows attachment of a retrieval system to a # 5 quick link. The quick link can move freely in the slot, which facilitates load retrieval from above. Lower carabiner hole for connecting a lanyard, etriers, or haul bag            Specifications, Material(s): steel, Weight: 38 g</p>
12	<p><b>Petzl Ascension R</b>            Manufacturer: Petzl            Model #: B17ARA            Version: Right-handed            Designed for ascending a rope.            - ergonomic molded handle            - wide opening allows the handle to be easily grasped, even with thick gloves.            - ergonomic upper part to maximize power when pulling with two hands            - safety catch is totally integrated into the body of the ascender to help prevent snagging            - toothed cam with self-cleaning slot            - wide lower hole allows the carabiners of the CONNECT ADJUST lanyard and FOOTAPE or FOOTCORD footloop to be easily attached            - upper hole for clipping a carabiner around the rope</p>
13	<p><b>Petzl Partner Pulley</b>            Manufacturer: Petzl            Model #: P52A            Lightweight and ultra-compact pulley. Swinging side plates. Sheave mounted on sealed ball bearings.            Specifications: Material(s): aluminum side plates, aluminum sheave            Certification(s): CE EN 12278, UIAA, UKCA</p>
14	<p><b>Roll Clip Z</b>            Manufacturer: Petzl            Model #: P75 TL            - sheave mounted on sealed ball bearings</p>



Item #	Specifications
	<ul style="list-style-type: none"> <li>- gate opening on the non-pulley side, to facilitate installation on devices - Keylock system prevents any accidental snagging of the carabiner when putting the pulley in place. H cross-section of carabiner:</li> <li>- improved strength-to-weight ratio</li> <li>- protects markings from abrasion</li> </ul> <p>Two locking systems available:</p> <ul style="list-style-type: none"> <li>- TRIACT-LOCK: automatic locking with triple-action gate opening</li> <li>- SCREW-LOCK: the manual screw-lock with red band provides a visual warning when the carabiner is unlocked</li> </ul> <p>Specifications: Material(s): aluminum, Min. rope diameter: 7 mm, ax. rope diameter: 13 mm, heave diameter: 18 mm, Maximum working load: <math>2 \times 2 = 4</math> kN, efficiency: 85 % Major axis strength: 20 kN Minor axis strength: 8 kN Open gate strength: 7 kN</p>
15	<p><b>Petzl William TRIACT-Lock Carabiner</b>  Manufacturer: Petzl  Model #: M36A TLN</p> <p>Lightweight Aluminum carabiner. Pear shape offers a large capacity and wide opening:</p> <ul style="list-style-type: none"> <li>- facilitates connection of multiple items</li> <li>- allows Munter hitch use for escape</li> <li>- fluid interior design limits the risk of having a catch point and facilitates rotation of the carabiner</li> <li>- Keylock system to avoid any involuntary snagging of the carabiner</li> </ul> <p>H cross-section:</p> <ul style="list-style-type: none"> <li>- ensures an optimal strength/weight ratio</li> <li>- protects markings from abrasion</li> </ul> <p>Two locking systems available:</p> <ul style="list-style-type: none"> <li>- SCREW-LOCK: the manual screw-lock with red band provides a visual warning when the carabiner is Unlocked</li> <li>- TRIACT-LOCK: automatic locking with triple-action gate opening</li> </ul> <p>Specifications: Material(s): aluminum  Certification(s): CE EN 362, EAC, NFPA 1983 Technical Use</p>
16	<p><b>Petzl Maestro S</b>  Manufacturer: Petzl  Model #: D024AA00</p> <ul style="list-style-type: none"> <li>- locking system with integrated progress-capture pulley allows the same device to be used for descent and Hauling</li> <li>- can be used in both a single or twin primary system and in a back-up belay</li> <li>- lower connection point can be used to create different types of hauling systems</li> <li>- hole in the handle for installation of a distance control cord</li> <li>- ergonomic handle allows the rope to be released progressively and enables comfortable control of the descent</li> <li>- immediate shift from lowering position to hauling position without having to transfer the load</li> <li>- AUTO-LOCK system allows the rope to be blocked automatically when the handle is not in use. Once locked, the rope can be taken up without having to manipulate the handle.</li> </ul> <p>Efficient for handling heavy loads:</p> <ul style="list-style-type: none"> <li>- integrated progress-capture pulley with very large diameter sheave mounted on sealed ball bearings; rotates in only one direction for hauling efficiency</li> <li>- sheave is faceted, creating additional friction zones for the rope and thus additional braking on descents</li> <li>- integrated brake on the device to adjust the friction based on the load and the rope diameter</li> <li>- handling of loads up to 250 kg</li> </ul> <p>Rope compatibility: 10.5 to 11.5 mm diameter</p>

Item #	Specifications
17	<p><b>Astro Bod Fast International</b>  Manufacturer: Petzl  Model #: C083BA01  Size: 1</p> <p>Gated ventral attachment point can be opened to efficiently integrate equipment:</p> <ul style="list-style-type: none"> <li>- Connect CROLL L ventral rope clamp on the ventral point for greater efficiency on rope ascents</li> <li>- Connect a PROGRESS lanyard directly on the ventral attachment point</li> <li>- Connect PODIUM seat to the axle of the attachment point so the load is supported directly by the descender, while providing mobility at the ventral attachment point</li> <li>- Semi-rigid, wide waistbelt and leg loops; sculpted and lined with breathable foam padding</li> <li>- Padded shoulder straps</li> <li>- Metallic side attachment points</li> <li>- Waistbelt and shoulder straps equipped with self-locking DOUBLEBACK buckles</li> <li>- Leg loops and shoulder straps equipped with FAST buckles to facilitate harness donning</li> <li>- DOUBLEBACK self-locking buckles at the rear of the harness, between the waistbelt and the leg loops, make it possible to adjust for use on the dorsal attachment point; in the event of a fall on this point, a shorter adjustment allows the weight to be taken up on the leg loops so that the user may remain more comfortably suspended while awaiting rescue</li> </ul> <p>Easy to carry and organize tools:</p> <ul style="list-style-type: none"> <li>- Six pre-shaped equipment loops with protective sheath</li> <li>- Two slots for CARITOOL tool holder</li> <li>- Two slots for TOOLBAG tool pouch</li> </ul> <p>The international version has a fall indicator: a red strap appears on the dorsal attachment point after a fall to indicate that the harness should be retired</p> <p>Specifications: Ventral attachment point: Attachment for a descender, a positioning lanyard for use in single mode, a progression lanyard, and a seat, lateral attachment points: Attachment for a positioning lanyard for use in double mode, Sternal attachment point: Fall-arrest system attachment, Dorsal attachment point: Fall-arrest system attachment, Rear attachment point on the waistbelt: Restraint lanyard attachment</p> <p>Certification(s): ANSI Z359.11, NFPA 2500 class III, CSA Z259.10, CE EN 361, CE EN 358, CE EN 813, CE EN 12841 type B, UKCA</p> <p>Material(s): Nylon, polyester, aluminum, steel</p>
18	<p><b>Astro Bod Fast International</b>  Manufacturer: Petzl  Model #:C083BA02  Size: 2</p> <p>Gated ventral attachment point can be opened to efficiently integrate equipment:</p> <ul style="list-style-type: none"> <li>- Connect CROLL L ventral rope clamp on the ventral point for greater efficiency on rope ascents</li> <li>- Connect a PROGRESS lanyard directly on the ventral attachment point</li> <li>- Connect PODIUM seat to the axle of the attachment point so the load is supported directly by the descender, while providing mobility at the ventral attachment point</li> <li>- Semi-rigid, wide waistbelt and leg loops</li> <li>- Padded shoulder straps</li> <li>- Metallic side attachment points allow easy connection of equipment and can be folded down to prevent them snagging accidentally when not in use</li> <li>- Waistbelt and shoulder straps equipped with self-locking DOUBLEBACK buckles</li> <li>- Leg loops and shoulder straps equipped with FAST buckles to facilitate harness donning</li> <li>- DOUBLEBACK self-locking buckles at the rear of the harness, between the waistbelt and the leg loops, make it possible to adjust for use on the dorsal attachment point; in the event of a fall on this point, a</li> </ul>

Item #	Specifications
	<p>shorter adjustment allows the weight to be taken up on the leg loops so that the user may remain more comfortably suspended while awaiting rescue</p> <p>Easy to carry and organize tools:</p> <ul style="list-style-type: none"> <li>- Six pre-shaped equipment loops with protective sheath</li> <li>- Two slots for CARITOOL tool holder</li> <li>- Two slots for TOOLBAG tool pouch</li> </ul> <p>The international version has a fall indicator: a red strap appears on the dorsal attachment point after a fall to indicate that the harness should be retired</p> <p>Specifications: Ventral attachment point: Attachment for a descender, a positioning lanyard for use in single mode, a progression lanyard, and a seat, Lateral attachment points: Attachment for a positioning lanyard for use in double mode, Sternal attachment point: Fall-arrest system attachment, Dorsal attachment point: Fall-arrest system attachment Rear attachment point on the waistbelt: Restraint lanyard attachment,</p> <p>Certification(s): ANSI Z359.11, NFPA 2500 class III, CSA Z259.10, CE EN 361, CE EN 358, CE EN 813, CE EN 12841 type B, UKCA</p> <p>Material(s): Nylon, polyester, aluminum, steel</p>
19	<p><b>Petzl Jane-I</b></p> <p>Manufacturer: Petzl</p> <p>Model #: L050BA00</p> <p>Length: 60cm</p> <p>Non-adjustable dynamic rope lanyard that can be combined with an ABSORBICA energy absorber to make a single energy-absorbing lanyard with a maximum length of two meters</p> <p>Plastic sheath that holds the carabiner in position and facilitates clipping while protecting the termination from abrasion</p> <p>Offers several configurations for setting up a temporary anchor: directly to an anchor point or around a suitable structure</p> <p>Individual identification marking on plastic sheath, to track equipment throughout its lifespan</p> <p>Specifications: Certification(s): CE EN 354, EN 795 type B, UKCA, EAC, ANSI Z359.3; CSA Z259.11</p> <p>Material(s): polyester</p>
20	<p><b>Petzl Jane-I</b></p> <p>Manufacturer: Petzl</p> <p>Model #: L050BA01</p> <p>Length: 100cm</p> <p>Non-adjustable dynamic rope lanyard that can be combined with an ABSORBICA energy absorber to make a single energy-absorbing lanyard with a maximum length of two meters</p> <p>Plastic sheath that holds the carabiner in position and facilitates clipping while protecting the termination from abrasion</p> <p>Offers several configurations for setting up a temporary anchor: directly to an anchor point or around a suitable structure</p> <p>Individual identification marking on plastic sheath, to track equipment throughout its lifespan</p> <p>Specifications: Certification(s): CE EN 354, EN 795 type B, UKCA, EAC, ANSI Z359.3; CSA Z259.11</p> <p>Material(s): polyester</p>
21	<p><b>CMC Anchor Strap</b></p> <p>Manufacturer: CMC</p> <p>Model #: 201023</p> <p>Length: 5'</p> <p>Product Weight 544 g (1.2 lb), Length 152 cm (5 ft), Color BlueBasket (U) Configuration: 85 kN, (19,108 lbf), Choker (Girth Hitch) Configuration: 48 kN (10,790 lbf), End-to-End Configuration: 46 kN (10,341 lbf), NFPA Rating General Use</p>
22	<p><b>Maillon Rapide Link Oval 8mm</b></p> <p>Manufacturer: Maillon</p> <p>Model #:60510108</p>

Item #	Specifications
	Product Weight 1.8 oz (51 g), Bar Diameter 7 mm, Inside Length 2-1/16 in (52 mm), Material Galvanized Steel, Working Load 5.4 kN (1,213 lbf), Breaking Load 27 kN (6,065 lbf)
23	<b>CMC ULTRA Pro 4 Edge Protector</b> Manufacturer: CMC Model #: 294044 Size: 4 Product Weight 1 lb 12 oz (794 g), Length x Width 16 x 10 in (41 x 25 cm), Color White. Carabiner holes in all four corners allow the Ultra-Pro to be tied off for safety or linked together for extended protection.
24	<b>50 KN MBS Wire Rope Sling</b> Manufacturer: Texora TX/L Model #:200403 Length: 2M PRODUCT NAME CT SLING, WIRE ROPE, 5K, 6FT, WEIGHT 1.5 LBS (0.68 KG), BREAKING STRENGTH 5,000 LBF / 22 KN ClimbTech ANSI Z359 certified anchorage connector with iridescent blue tubing for easy cable inspections. Sling can be used in a basket configuration.
25	<b>Omni Block Double Swivel</b> Manufacturer: Rock Exotica Model #:RE-P53D Size: 2" The Omni-Block combines a swivel and pulley into one tool and incorporates a unique side plate that opens while the pulley is still attached to the anchor. - Install and remove rope while still connected to the anchor - Side plate locks with two-stage, double-catch safety mechanism - Integrated swivel allows pulley to orient while reducing gain - Connect, install and remove rope with one hand - 2.0" Double – 20.9oz (591gm), 40kN, 10kN, .5" (13mm), CE
26	<b>Omni Block Single</b> Manufacturer: Rock Exotica Model #:RE-P53 Size: 2" Features & Benefits: New models certified to NFPA standards including a more efficient 2" option Patented, USA Made, time-tested, and proven as the original swivel pulleys, Combined swivel & pulley reduces system length, allowing more travel, Pivoting side plate allows rope loading without disconnecting from anchor, Double-action detent button prevents accidental opening of the side plate, Sheave is mounted on sealed ball bearings for maximum efficiency, Rotating swivel aligns rope with the direction of pull, Swivel can be secured using rope, web, or carabiners Ergonomic design for anchoring and loading with one hand, CNC machined for optimal strength & weight, Prusik minding options facilitate progress capture, Compatible with rope up to 13 mm (1/2 in), 1.5" PMP SS Pulley is compatible with rope or wire cable, Ideal for rescue, work at height, and tree care, CMC 2.0" PMP Single Swivel Pulley: Weight: 12.3 oz, Pulley Type: Single Sheave, Sheave Material: Aluminum, Height x Width: 5.8 x 3.0 IN, Color: Bronze/Slate, NFPA Rating: General Use, 3 Sigma MBS: 36 kN (8,093 lbf)
27	<b>CMC AZTEK Kit Pro</b> Manufacturer: CMC Model #: 500104 - more than 100 rigging solutions - made in USA of US and foreign components. - includes an updated AZTEK ProSeries Pack that has fabric durability, reflective piping, and an OD Green color. - 1000D nylon/Tarpaulin construction for abrasion resistance, - mesh panel for ventilation and drying, - Garage Pockets™ to protect cord, - double-zippered top compartments, - tension lock buckles for carrying on the waist or thigh.

Item #	Specifications
	<p>Features: The CMC AZTEK ProSeries System is the first AZTEK system to be UL Classified to NFPA 1983 (2017 ED) – General Use – Manufactured System. Everything comes pre-rigged and fully assembled for immediate deployment. The set-of-fours includes 15.2 m (50 ft) of 8 mm AZTEK ProSeries Cord, which is CMC’s high-performance 100% nylon blend. These can extend to 3.6 m (12 ft) while providing a 4:1 or 5:1 mechanical advantage with a Minimum Breaking Strength (MBS) of 38 kN (8,542 lbf).</p> <p>For a personal edge travel-restrict with nearly 15.2 m (50 ft) of adjustable travel, attach the carabiner of the personal end of the system to an appropriate anchor and restrict edge travel using the integrated Purcell connected to your harness. The sleeved web edge-pro helps protect the cord around anchors with abrasive surfaces.</p> <p>Contents: The CMC AZTEK ProSeries System comes fully assembled in the AZTEK ProSeries Pack and includes the following: CMC AZTEK Omni Pulley Set, (one blue, one orange) – UL Classified to NFPA 1983 (2017 ED) Quick Pin for AZTEK Omni Pulley, AZTEK ProSeries Cord – 15.2 m (50 ft) of 8 mm hi-viz orange, 15 kN (3,372 lbf), Sewn-Eye Termination – 12 kN (2,698 lbf), AZTEK Edge-Pro Tubular Webbing, blue .6 m (24 in), ProTech™ Aluminum Auto-Lock Carabiner w/ removable keeper pin – 29 kN (6,519 lbf), AZTEK Bound-Loop Prusik, orange (6 mm) – 9 in, AZTEK Bound-Loop Prusik, blue (6 mm) – 9 in, AZTEK Bound-Loop Purcell, blue (6 mm) – 42 in, Maillon Rapide Quick Link, Oval (7 mm) – 27 kN (6,070 lbf)</p>
28	<p><b>CMC Rigttech Pack</b>  Manufacturer: CMC  Model #: 441103  Color: Red  Volume 2,563 CI (42 L), Weight 6 LB 4 OZ (2.8 KG), Overall Dimensions 22” L x 18” W x 8”D Color Red Heavy-duty, water-resistant 1,000-Denier nylon construction provides optimum abrasion protection and wear resistance, Large side pockets: (2) external side pockets – 38 L x 15 W x 7 D CM (15” L x 6” W x 3” D) offer padded protection, (6) Internal sleeve pockets, with hook-and-loop keeper straps, perfect for securing and organizing hardware  Contoured shoulder straps, sternal strap, and wide, padded waist belt add stability and comfort, Quick-pull handle offers fast access to full-width main compartment that remains rigid for easy access to contents, Multiple pockets provide optimal organization options, Internal full-width sleeve for storing edge protection, Quick-to-deploy waterproof rip-stop nylon ground cloth: 91 x 152 CM (36” W x 60” L), features quick-connect buckles for easy removal and sewn corner carry handles, Quick-slide adjustable sternal strap with integrated whistle, Waist belt adjusters aid in quick donning and easy adjustment, One size fits most.</p>
29	<p>Sterling 7/16 HTP Static Rope  Manufacturer: Sterling  Model #: ST716HTPNG200  Length: 200’  Color: Blue</p>
30	<p>Sterling 7/16 HTP Static Rope  Manufacturer: Sterling  Model #: ST716HTPNG200  Length: 200’  Color: Red</p>
31	<p>Sterling 7/16 HTP Static Rope  Manufacturer: Sterling  Model #: ST716HTPNG300  Length: 300’  Color: Yellow</p>
32	<p>Sterling 7/16 HTP Static Rope  Manufacturer: Sterling  Model #: ST716HTPNG300  Length: 300’  Color: Green</p>

## 5.2 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

## 6.0 CONTRACT ADMINISTRATION

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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 INVOICES

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

Vendor's Billing Address, 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 ACCEPTED.**

### 6.2 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.

### 6.3 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.  
to cancellation.

### 6.4 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.

**7.0 ATTACHMENTS****\*\*IMPORTANT NOTICE\*\*****RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE****FOLLOW THE LINKS TO ACCESS ATTACHMENTS B-H**

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

**ATTACHMENT A: PRICING FORM**

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	16	Each	<b>CMC Clutch</b> Manufacturer: Harken Industrial Model #: 335011		
2	24	Each	<b>ASAP Lock</b> Manufacturer: Petzl Model #: B71ALU		
3	30	Each	<b>ASAP'SORBER AXESS</b> Manufacturer: Petzl Model #: L071CB00		
4	18	each	<b>Petzl I'D S</b> Manufacturer: Petzl Model #: D020AA00		
5	16	Each	<b>Petzl GRILLON</b> Manufacturer: Petzl Model #: L052AA02 Length: 4m		
6	24	Each	<b>Petzl Pantin Foot Ascender R</b> Manufacturer: Petzl Model #: B02CRA Version: Right-foot		
7	26	Each	<b>Petzl Knee Ascent Loop</b> Manufacturer: Petzl Model #: D022DA00		
8	36	Each	<b>Petzl Quick Step</b> Manufacturer: Petzl Model #: C09		
9	16	Each	<b>Petzl Looping</b> Manufacturer: Petzl Model #: C25 Color:		

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	14	Each	<b>Petzl Basic</b> Manufacturer: Petzl Model #: B18BAA		
11	20	Each	<b>Petzl Fifi</b> Manufacturer: Petzl Model #: V12		
12	16	Each	<b>Petzl Ascension R</b> Manufacturer: Petzl Model #: B17ARA Version: Right-handed		
13	26	Each	<b>Petzl Partner Pulley</b> Manufacturer: Petzl Model #: P52A		
14	64	Each	<b>Roll Clip Z</b> Manufacturer: Petzl Model #: P75 TL		
15	140	Each	<b>Petzl William TRIACT-Lock Carabiner</b> Manufacturer: Petzl Model #: M36A TLN		
16	6	Each	<b>Petzl Maestro S</b> Manufacturer: Petzl Model #: D024AA00		
17	8	Each	<b>Astro Bod Fast International</b> Manufacturer: Petzl Model #: C083BA01 Size: 1		
18	18	Each	<b>Astro Bod Fast International</b> Manufacturer: Petzl Model #: C083BA02 Size: 2		
19	40	Each	<b>Petzl Jane-I</b> Manufacturer: Petzl Model #: L050BA00 Length: 60cm		
20	40	Each	<b>Petzl Jane-I</b> Manufacturer: Petzel Model #: L050BA01 Length: 100cm		
21	30	Each	<b>CMC Anchor Strap</b> Manufacturer: CMC Model #: 201023 Length: 5'		
22	180	Each	<b>Maillon Rapide Link Oval 8mm</b> Manufacturer: Maillon Model #: 60510108		



ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
23	24	Each	<b>CMC ULTRA Pro 4 Edge Protector</b> Manufacturer: CMC Model #: 294044		
24	40	Each	<b>50 KN Rope Sling</b> Manufacturer: Texora TX/L Model #: 200403 Length: 2m		
25	16	Each	<b>Omni Block Double Swivel</b> Manufacturer: Rock Exotica Model #: RE-P53D Size: 2"		
26	28	Each	<b>Omni Block Single</b> Manufacturer: Rock Exotica Model #: RE-P53 Size: 2"		
27	10	Each	<b>CMC AZTEK Kit Pro</b> Manufacturer: CMC Model #:500104		
28	10	Each	<b>CMC Rigtech Pack</b> Manufacturer: CMC Model #: 441103 Color: Red		
29	20	Each	<b>Sterling 7/16 HTP Static Rope</b> Manufacturer: Sterling Model #: ST716HTPNG200 Length: 200' Color: Blue		
30	20	Each	<b>Sterling 7/16 HTP Static Rope</b> Manufacturer: Sterling Model #: ST716HTPNG200 Length: 200' Color: Red		
31	8	Each	<b>Sterling 7/16 HTP Static Rope</b> Manufacturer: Sterling Model #: ST716HTPNG300 Length: 300' Color: Yellow		
32	8	Each	<b>Sterling 7/16 HTP Static Rope</b> Manufacturer: Sterling Model #: ST716HTPNG300 Length: 300' Color: Green		

TOTAL EXTENDED PRICE: \$ \_\_\_\_\_

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**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

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

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

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf)

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Customer\\_Reference\\_Template\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf)

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Certification-of-Financial-Condition\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf)

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**ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE MATCHING**

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<https://www.doa.nc.gov/pandc/onlineforms/form-vendor-price-matching-opportunity-09-2021/download>

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**ATTACHMENT: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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<https://www.doa.nc.gov/pc-formcertification-contracts-grants-loans-and-cooperative-agreements-72020pdf/open>