



# **STATE OF NORTH CAROLINA**

**Cape Fear Community College**

**Request for Proposal #: 83-CFCC-2024-1185**

**Building/Manufacturing of Aluminum Catamaran**

**Research Vessel**

**Date of Issue: June 28, 2024**

**Proposal Opening Date: July 29, 2024**

**At 11:00 AM ET**

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

Liz Haddock

Director of Purchasing & Inventory

Email: [lhaddock@cfcc.edu](mailto:lhaddock@cfcc.edu)

Phone: 910-362-7067



## STATE OF NORTH CAROLINA

### Request for Proposal #

**83-CFCC-2024-1185**

For internal State agency processing, including tabulation of proposals, 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 proposal.  
Failure to do so may subject your proposal 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://vendor.ncgov.com/vendor/login>

***Electronic responses ONLY will be accepted for this solicitation.***

## STATE OF NORTH CAROLINA Cape Fear Community College

Refer <u><b>ALL</b></u> Inquiries regarding this RFP to: Liz Haddock <a href="mailto:lhaddock@cfcc.edu">lhaddock@cfcc.edu</a> 910-362-7067	Request for Proposal #: 83-CFCC-2024-1185
	Proposals will be publicly opened: July 29, 2024 @ 11:00am
Using Agency: Cape Fear Community College	Commodity No. and Description: 721540 – Specialty Building & Trades Services
Requisition No.: N/A	

### **EXECUTION**

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal 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 proposal, 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 RFP, 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 RFP, 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 proposal, 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 proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals 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:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least 120days 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 RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, 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 Cape Fear Community College)**

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Request for Proposal (RFP) is to obtain proposals for the designing, building, launching, and outfitting of an Aluminum Catamaran Research Vessel to be used by the Cape Fear Community College (CFCC) Marine Technology program for educational purposes.

Background: The CFCC Marine Technology program utilizes research vessels to conduct various cruises each semester. These cruises provide the experience and training that students need to graduate from their program(s) as well as obtain careers in their field of study.

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

### 1.1 CONTRACT TERM

The Contract shall begin on the date of final Contract execution (the "Effective Date"). The intended project timeframe shall be as follows unless otherwise negotiated by the State and the awarded vendor: Fourteen (14) months from the date of the final contract execution ("Effective Date"). The contract term shall be defined as the vendor's completion of all requirements within the scope of work and CFCC's acceptance of the completed work. The Vendor shall begin work under the Contract within **30 business days** of the Effective Date.

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP 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 may apply to this solicitation. See the 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/>.

### 2.3 NOTICE TO VENDORS REGARDING RFP 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 RFP 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 RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL 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 RFP 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 proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer 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 RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation 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 proposal as nonresponsive.

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	CFCC	June 28, 2024
Submit Questions	Vendor	July 11, 2024
Provide Response to Questions	CFCC	July 18, 2024
Submit Proposals	Vendor	July 29, 2024 @ 11:00am
Contract Award	CFCC	TBD

## 2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [lhaddock@cfcc.edu](mailto:lhaddock@cfcc.edu) by the date and time specified above. Vendors should enter "RFP # 83-CFCC-2024-1185: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP 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 RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.6 PROPOSAL 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 proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). <https://evp.nc.gov> Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. 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 proposal with its proposal submission, the Department may release an unredacted version if a record request is received.



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

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP 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 RFP and all Addenda thereto.

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP 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 proposal, in the State's sole discretion.

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

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP. (4.6 Vendor Experience, 5.5 Project Organization, 5.6 Technical Approach)
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # 83-CFCC-2024-1185 [for 'name of Vendor']". Each proposal 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 proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP 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 PROPOSAL 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 qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP 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 RFP 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 proposals received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP 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 proposal to this RFP, 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 RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP 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 RFP SCHEDULE Section above, unless modified by Addendum, the proposal 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. If negotiation is anticipated, 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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

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 RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

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 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Project Organization (Section 5.5)
2. Vendor Technical Approach (Section 5.6)
3. Vendor Experience & References (Section 4.6 and Section 4.7)
4. Cost Proposal (Section 4.1 and Attachment A)

### 3.5 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 RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

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

### 3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP 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 proposals 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 RFP. Except as specifically stated in the RFP, 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 proposal in its entirety.

### 4.0 REQUIREMENTS

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

#### 4.1 COST PROPOSAL

Proposal 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 proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### 4.2 TRANSPORT AND DELIVERY

Upon completion of vessel build project, at the conclusion of all required sea trials, and upon final inspection vendor will load vessel and transport to 411 N Front Street Wilmington, NC 28401.

#### 4.3 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 information to allow Purchasing Agency 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.***

#### 4.4 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.

#### 4.5 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 RFP 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 1<sup>st</sup> or 2<sup>nd</sup> tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

## 4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, citing experience with similar projects and the responsibilities to be assigned to each person.

### Company Experience and Boat Information

**Vendor shall include a narrative describing overall experience in the following areas:** The successful bidder shall be the actual boat builder/manufacturer. The boat shall be the product of a builder/manufacturer who has previously fabricated Aluminum Catamarans of at least 65' with berthing and restroom/shower accommodations for at least 12 adults, which have been in successful use for a minimum of five (5) years of service. The minimum of four (4) years of service of the unit/s must be or have been in research, fish & wildlife law enforcement, sheriff, police or military type service and have demonstrated their satisfactory service and ability to perform the function for which the vessel was designed and intended.

Records/references of this history must be submitted along with the bid.

The bidder shall be able to demonstrate a history and expertise in the sale/manufacturing of Aluminum Catamaran Research Vessels identified in Bid Specifications and shall have been in business continuously for a minimum of ninety-sixty (96) consecutive months prior to this bid. Vendor shall include in their narrative the number of years in business, and what type of businesses, agencies, companies, etc. have their manufactured boats been sold to over the past five (5) years.

## 4.7 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. The State shall 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 shall be considered in the evaluation of the Proposal. Vendor shall provide the additional information.

**REFERENCE #1:** \_\_\_\_\_

Type of Vessel Sold: \_\_\_\_\_

Date Delivered: \_\_\_\_\_

**REFERENCE #2:** \_\_\_\_\_

Type of Vessel Sold: \_\_\_\_\_

Date Delivered: \_\_\_\_\_

**REFERENCE #3:** \_\_\_\_\_

Type of Vessel Sold: \_\_\_\_\_

Date Delivered: \_\_\_\_\_

## 4.8 BACKGROUND CHECKS

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

## 4.9 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 proposal 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.

## 4.10 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter into 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.

## 4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☒ Contract value in excess of \$1,000,000.00

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

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### 5.1 GENERAL

Cape Fear Community College seeks a qualified vendor (Builder) to design, build, launch, and outfit for an Aluminum Catamaran Research Vessel to be used by the CFCC Marine Technology program for educational purposes. Items offered by the vendor must meet or exceed the specifications to be considered for award. Documentation, catalogs, spec sheets, etc. shall be required for any suggested variation to the specs listed below. Vendor shall demonstrate why something is an approved equal or better.

## 5.2 SPECIFICATIONS

### HULL DESIGN/CONSTRUCTION

The vessel shall be built in North America, and incorporate the following specifications:

- Shall be an aluminum catamaran-type design.
- The vessel shall have a catamaran hull form with chines and running strakes strategically placed to ensure minimum hull resistance.
- The vessel shall be based upon a proven hull system to reduce resistance and vertical accelerations, thereby reducing fuel consumption, and increasing the ride comfort.
- Any flat, plane surface on the hull shape shall be avoided, thereby enhancing the seakeeping characteristics in rough seas at cruising speed.
- Care shall be taken in the shape of the foreparts of the demi-hulls to ensure that directional stability shall be maintained even though the hulls are asymmetrical.
- The forward wing deck area shall be designed to prevent any slamming in the tunnel.
- General Construction: The vessel hull shall be of all welded alloy construction in accordance with the requirements of USCG and shall conform to the scantlings as shown on the plans. All aluminum and filler material to be of shipbuilding quality, with appropriate mill certificates.
- Limber holes shall be provided in the structure of the hull to prevent accumulation of condensation water in the hull, other than at bilge suction points.
- Scuppers shall be fitted through the gunwale and side plating to drain deck water from the aft deck directly overboard. The scupper arrangement shall be approved by the Purchaser's representative prior to construction.
- Scuppers and drains shall have suitable fairings to prevent spray from entering the boat via the openings.
- Cabin interior shall maintain a maximum decibel rating of 85 decibels and meet all applicable OSHA decibel and frequency rating specification requirements.
- Aluminum Alloys: The designer specifies the aluminum alloys used for construction of structural and non-structural portions of the vessel.
- Plating shall be AA5083 H116, or approved equivalent.
- Extrusions shall be AA6082-T6, AA6061-T6, AA6005A and AA6063-T6, or approved equivalent. Welding filler wire shall be AA5183. These alloys shall be high quality marine grade as required by USCG.

### The vessel construction shall be in accordance with the following primary documentation:

- USCG 46 CFR, Subchapter T, as applicable for service for vessels limited to operate on "Oceans" route
- Technicraft or equivalent construction drawings

The builder shall fit, by way of welding it to the hull structure inside an engine room, an inscribed plate with the vessel's documentation number.

An inscribed plaque will be fitted in an appropriate position in the passenger or wheelhouse areas, depicting the names of the builder, designer, vessel, and the launch date.

### REGULATORY REQUIREMENTS & STANDARDS

The vessel must be constructed in accordance with the following regulations and standards in effect at time of delivery of the vessel:

- United States Coast Guard (USCG) with 46 CFR Subchapter T – Small Passenger Vessels (Under 100 Gross Tons)
- American Boating and Yachting Council (ABYC)
- National Marine Manufacturers Association (NMMA)
- American Welders Society Standards
- Institute for Electrical and Electronics Engineers (IEEE) 0400 and 45-2002 Standards

- US Environmental Protection Agency (EPA)
- Applicable US Occupational Health and Safety (OSHA)
- Structural design shall be in accordance with an internationally recognized classification society for this size vessel, for example Del Norske Veritas-Germanischer Lloyd (DNV GL), International.

## **A. GENERAL**

The vessel shall be a twin engine, propeller driven aluminum catamaran outfitted for scientific survey.

The vessel will operate as a research vessel along the Pacific West Coast and Offshore on an Oceans Route up to 150 miles offshore. The vessel shall be complete in all respects, except as specifically noted in sections herein. It shall be fully equipped and fitted out by the Contractor, constructed in accordance with the following regulations and standards, complying with best marine practices and the required rules and regulations of the United States Coast Guard, Subchapter T vessels.

Principal dimensions shall be approximately as follows:

• Length (hull)	80'
• Length (overall)	At least 80' but no more than 89'
• Beam (moulded)	Between 26' and 29'
• Draft (navigation)	6'
• Engines	(2) Caterpillar
• Power	588 kW @ 2100 RPM
• Transit Speed	TBD
• Propulsion	Propeller
• Minimum speed	1.5 Knots (survey operation)
• Fuel capacity	1,600 gallons
• Construction	Marine grade aluminum
• Complement (Live Aboard)	20
• Complement (Day)	40
• Crew	Up to 3, as determined by USCG
• Construction Standard	USCG, Subchapter T

\* The projected speed is approximate and is based on sea trial speed at 85% of rated power, with a deadweight of operating in calm seas and a clean bottom. Seawater, and ambient temperatures should not exceed the standard engine rating test conditions. The vessel will be capable of traveling 400 nm 25 knots with 10% reserve fuel capacity. Greater distances can be achieved at lighter loads and slower speeds.

\* The deadweight conditions and vessel performance are based on the following values:

- Passengers and Crew (185 lbs. x TBD)	TBD
- Fuel (TBD)	TBD
- Water (TBD)	TBD
- Payload & Stores	5,000 lbs.***
-Total	TBD***



\*\* Based on engine and propulsion manufacturer's recommendations, the vessel is designed to be operated in conditions within air temperatures from 0° F to 90°F, and seawater temperatures 30°F to 90°F. Engine may de-rate at higher temperatures.

\*\* Deadweight is subject to final engineering mass calculations.

## **B. USCG SURVEYS**

The boat shall be constructed and outfitted to meet the regulations of the United States Coast Guard, Subchapter T, for vessels operating on an "Oceans" route (no more than 150 nm offshore). Stability criteria will meet "Exposed Waters".

The Builder shall submit all relevant drawings for approval by USCG and shall arrange for the USCG to do surveys during construction.

The Builder shall ensure that all equipment necessary for compliance with the requirements of USCG, be fitted to the vessel.

The Builder shall perform a deadweight survey. Based on the deadweight measurements, the Designer shall calculate and compile stability calculations for the vessel in various conditions of loading.

## **C. ALTERNATIVES**

The Builder may wish to propose alternative materials, equipment, or methods, which would be more economical and/or practical for them to supply and fit. In such cases they should discuss alternative solutions with the Designer and Purchaser's representative for approval prior to implementation.

The Purchaser shall have the right to make changes, alterations and additions to the specification, but changes must be requested in writing.

Any variation to the drawings or specification that is proposed by the Builder or the Purchaser, shall be documented on an Engineering Change Proposal (ECP) document, and signed by all parties, prior to implementation.

## **D. MATERIALS, EQUIPMENT AND WORKMANSHIP**

All materials shall be of good quality and suitable and fit for the purpose intended. All materials used in the construction and equipment installed shall be new and free from all defects.

It is intended that machinery components shall be selected that shall give best service with the least amount of maintenance. The machinery and equipment shall be installed complete and ready for operation.

The Builder shall construct the vessel in a manner consistent with best trade practices and in accordance with best commercial quality finishing, consistent with the industry standards which would be applied for the construction of similar hull vessels using modern technology.

The Builder shall ensure that only suitably skilled and experienced employees or subcontractors be engaged to work on the vessel.

All materials and equipment used on the vessel shall be in accordance with the specification and drawings supplied unless alternatives are approved. For other materials and minor items of equipment not specified, the Builder shall ensure that they comply with the requirements of USCG and are in accordance with good shipbuilding practice and lightweight in design, suitable for use in medium speed craft.

## **E. CLEANLINESS**

The vessel is to be maintained in a clean state throughout the building process. At regular intervals the entire vessel is to be cleaned and the tanks and bilges be cleared of all debris, filings and waste.

All equipment, including engines are to be properly covered with protective material to ensure that its original clean state is maintained throughout.

Special care is to be taken to ensure that all soft fabrics and materials are completely covered with fixed plastic sheeting.

Before handing over, the vessel shall be completely and thoroughly cleaned in every detail.

## **F. AMBIENT CONDITIONS**

The systems shall be designed and installed to operate in moderate conditions, commensurate with the ambient conditions prevalent in the coastal Carolinas.

## **G. STRUCTURE**

### **G.1 Construction General**

The vessel hull shall be of all welded alloy construction in accordance with the requirements of USCG and shall conform to the scantlings as shown on the plans. All aluminum and filler material to be of shipbuilding quality, with appropriate mill certificates.

Limber holes shall be provided in the structure of the hull to prevent accumulation of condensation water in the hull, other than at bilge suction points.

Scuppers shall be fitted through the gunwale and side plating to drain deck water from the aft deck directly overboard. The scupper arrangement shall be approved by the Purchaser's representative prior to construction.

Scuppers and drains shall have suitable fairings to prevent spray from entering the boat via the openings.

### **G.2 Aluminum Alloys**

The designer specifies the aluminum alloys used for construction of structural and non-structural portions of the vessel. Plating shall be AA5083 H116, or approved equivalent. Extrusions shall be AA6082-T6, AA6061-T6 and AA6063-T6, or approved equivalent. Welding filler wire shall be AA5183. These alloys shall be high quality marine grade as required by USCG.

### **G.3 Welder Qualifications**

All welders shall be certified to the Builder welding procedure as required by the USCG.

### **G.4 Welding**

All welding shall be electric arc type using either MIG or TIG process. All welding shall meet the requirements of the USCG. All welding shall be graded to ISO 10042 Level D.

### **G.5 Grinding**

## **H. FABRICATION**

High spots in weld beads on exterior hull plate welds below waterline shall be ground to be flush with surrounding welding. Deck plating welds shall have high spots removed on the external side of the plating. Grinding shall not be done to the detriment of the required strength at the joint.

### **H.1 Fendering and Guards**

Each side of the vessel will be fitted with a fabricated fender extending approximately 50' forward of the transom. The forward and aft ends shall be neatly faired into the hull.

### **H.2 Spray Rails**

The vessel shall be fitted with spray rails as required.

### **H.3 Deck**

External and internal decks shall be fabricated from aluminum deck extrusion.

All decks will have camber to eliminate standing water except those areas in the vicinity of the deck sockets. Those areas shall be flat.

Decks shall be reinforced in way of all machinery, deck fittings, deck sockets, etc. that require direct load carry connections to deck girders and frames.

### **H.4 Deck Sockets**

40 recessed deck sockets inserts shall be fabricated in the aft deck and should be included as part of the GA Drawing Developed in the Concept Design Phase. Each socket will have a countersunk 3/4" -10 NC stainless insert. The depth of the countersunk area will allow a blanking bolt to be installed leaving the deck flush. A 3/4" – 10 threaded synthetic plugs shall be provided for each deck socket to prevent debris accumulation in sockets while maintaining a flush deck. Each installed assembly shall be tested with a 750 lb. vertical pull test and the socket stamped accordingly with the SWL. 10 3/4-10 cast stainless steel eye bolts with a 1.5" ID eye shall be provided for use when inserted into the sockets. These eyes will have a SWL of 1,500 lbs. minimum.

Approximately 20 recessed deck sockets inserts shall be fabricated in the upper deck as per the GA drawing. Each socket will have a countersunk 3/4" – 10 NC stainless insert. The depth of the countersunk area will allow a blanking bolt to be installed leaving the deck flush. A 3/4" – 10 threaded synthetic plug shall be provided for each deck socket to prevent debris accumulation in sockets while maintaining a flush deck. The capacity of the upper deck sockets will be determined upon final engineering.

Any additional attachment hardware shall be supplied by CFCC.

### **H.5 Fuel Tank**

Two integral fuel tanks shall be fabricated and fitted. Capacity shall be 800 gallons each.

Each tank shall be inspected during construction and witnessed by the Purchaser. Pressure testing shall be done per the USCG regulations 46 CFR 182.435 and witnessed by the USCG.

Fuel tanks shall be thoroughly cleaned of all debris, weld spatter and other foreign matter prior to initial filling and shall be kept closed thereafter until ready for use.

Filling of the fuel tanks shall be affected through a single Starboard (Stbd) side filler located on the main deck. The filling station for each tank will enable spilt fuel to be contained in a cofferdam. Fuel filler caps to be camlocks with cap attachment chains.

Each fuel tank shall be fitted with a vent/overflow pipe fitted at the forward end of each fuel tank. The vent pipe shall be fitted with a vent to atmosphere (with anti-flash gauze). Each tank will have a connection for draining water in the lowest part of the tank.

### **H.6 Handrails and Ladders**

Ladders shall be located as described below. All ladders shall be bolted in place with 316 stainless steel bolts in such a way that the ladders can be easily removed and replaced. The interior inclined ladders shall be built of aluminum and of the width and slope required by the United States Coast Guard for their service.

Interior vertical ladders shall be fitted to provide access below each hatch. An interior inclined ladder with handrails shall be located as shown on the GA drawing for access from the main cabin to the pilot house. An exterior inclined ladder shall be fitted to provide access between the main deck and the cabin top located on the aft cabin bulkhead. The exterior ladder shall be constructed of precut plate and folded aluminum steps using 1 1/4" aluminum pipe for handrails.

Cabin top rails and all main deck rails mounted on the bulwark cap shall be fixed and meet USCG regulations, § 46 CFR 177.900. The top of the uppermost course shall be at least 36" above the deck. Stanchions shall be aluminum plate and intermediate rails

shall be 3/4" aluminum pipe and be spaced at intervals not exceeding 12" with the lower course no higher than 9". Stanchions shall be no more than 5'-0" apart.

Grab rails shall be installed throughout the interior/exterior of the vessel, including the pilothouse overhead, to ensure safe handholds in any location. Transom grab rails shall be provided for the swim platform. Rails shall be 1" standard aluminum pipe. The ends of the rails shall be faired into the mounting surface. Grab rails as approved by the Purchaser to assist in entry and exit from spaces shall be fitted.

Ladders with handrails shall be fitted to provide access into the engine rooms. Ladders without handrails shall be fitted to provide forepeak access.

## H.7 Hatches and Portlights

The vessel shall be fitted with rebate mounted (flush with deck), quick acting, hinged and dogged watertight hatches. The exterior hatches shall be *Freeman*, or equal aluminum hatches with drain tubes to lead overboard and preclude the accumulation of significant amounts of water or dirt. Hatches shall be located clear of main deck traffic areas whenever possible.

*Freeman* or equal hatches shall be fitted in the following places:

- Port forepeak 15" x 24"
- Starboard forepeak 15" x 24"
- Port lazarette 15" x 24"
- Starboard lazarette 15" x 24"

Fabricated watertight hatches shall be fitted in the following places:

- Port Tank Compartment 31" x 32"
- Starboard Tank Compartment 31" x 32"

Welded on soft patches to assist with the long-term maintenance and upkeep of the vessel will be fitted in the following areas:

- Port aft deck (genset and main engine removal)
- Starboard aft deck (genset and main engine removal)
- Starboard cabin deck (black water tank removal)
- Starboard lazarette (grey water removal)

## H.8 Stairwells

Exterior stairs will be fitted as shown on the General Arrangement Drawings, leading up to the foredeck.

The stairways shall be fabricated from folded aluminum plates. The stair tread plates shall be finished with non-skid tread noses.

Each stairway shall be fitted with a handrail.

## H.9 Arch and Radar Tower

An aluminum radar arch and mast shall be mounted on the housetop port and starboard and secured to the inboard sides of the flying bridge. The arch shall support mounts for the radar antennas on centerline and mounts for the antennas including radio and GPS port and starboard.

The mast shall be mounted to the arch on centerline and shall carry the masthead and anchor lights. A ladder or suitable equivalent shall be included in the mast design to allow ready access to the upper mast for equipment installations and repairs.

The mast shall be fitted with a crosstree, mounted with two (2) port and two (2) starboard flag halyard blocks. Halyard cleats shall be mounted on the radar arch near the base of the mast. Halyards, complete with snaps shall be provided. In addition to standard navigational lights, RAM (restricted ability to maneuver) lights and day shapes in accordance with the COLREGS shall be furnished by Purchaser. A flag flying system shall be installed.

The arch will be fitted with a universal mount for fitting a Starlink antenna. The universal mount will be oversized by 2" to allow for future equipment upgrades. The mount will be a folded plate welded to the top of the arch structure. The location will be determined in the radar arch and equipment arrangement drawing.

See Section M.14 LIFE SAVING EQUIPMENT for safety placard information.

## **H.10 A-Frame**

The A-Frame design shall include hydraulic cylinders with internal stops. The frame and cylinders foundation pads shall be mounted directly to the deck frames using insert plates with full penetration welds.

The SWL of the A-Frame shall be based on a 5,000 lbs. total load, vertically suspended and hooked onto the sheave mounting points, through the full travel arc of the frame. The SWL stress shall be based on a safety factor of 3 on the yield strength of the materials from which it is fabricated. The 5,000 lbs. total load is measured from the pick point on the A-Frame, not to be confused with the pulling load from the winch. It is important to understand that if the winch is pulling at 3,267 lbs. then the A-frame will experience 5,000 lbs. because of geometry.

The frame shall have 15 feet clearance above deck. Clearance will be 15 feet between uprights.

The A-frame shall extend at least 10 feet aft and 8 feet forward of the transom.

The A-frame shall be operated from the main deck as well as the upper deck through the scientific winch belly pack as well as hydraulic controls hardwired to the hydraulic control station on aft upper deck. The A-frame will be outfitted with a PL5 PullMaster (4,500 lb. WLL) cross-member mounted winch for lifting on centerline. The PL5 will have controls at the main deck and upper control station. This will be able to lift the full capacity because there is no geometry, it is picking directly straight up and down.

The A-Frame will be provided with a sheave of sufficient diameter for use with either 3/8" wire or 3/8" synthetic cable for use with the Hydro Winch and designed in accordance with the requirements of UNOLS recommendations for sheave size and load rating. Please refer to section 5339 for scientific winch specifics.

The A-Frame will be provided with a sheave of sufficient diameter for use with the CTD winch 3 conductor 0.322" cable. The sheave shall be suitable for use with the conducting wire and designed in accordance with the requirements of UNOLS recommendations for sheave size and load rating. Please refer to section 5339 for scientific winch specifics.

The cross member shall have four attachment points with the same working load limit, two ports, and two starboard of centerline and in line with the Hydro and CTD winches on the upper level.

The legs of the A-frame shall be provided with ladder rungs to provide access to the top of the frame. Flood lights shall be mounted on the A-frame to illuminate the water's surface below the frame when deployed. Two-line cleats, one (1) per side, mounted on inboard verticals.

## **H.11 Gates**

Chain gates shall be installed in the following locations:

- Main deck rails at head of swim-step ladders.
- Main deck transom opening between the A-frame legs.
- Between the upper deck rails at the top of the aft ladder leading from the upper deck to the main, aft deck.
- At the top of the interior stairs leading from the pilot house down into the main cabin.
- Main deck, port side, in way of the J-Frame opening.

These chain gates shall be made with 316 SS 3/16" proof coil chain rated at 930 lbs. WLL. Both ends of the chain will have 316 SS carabiners and shall be attached to fixed attachment points.

A hinged, inward swinging gate will be fit in the bulwarks below the cap rail between frames D & E on the starboard side. The gate will be secured closed with latches and vertical barrel bolts on the gate. This gate shall have a means to secure open.

## H.12 Bollards and Cleats

Four (4) mooring cleats shall be installed on each side of the vessel parallel to the bulwark. The cleats shall be located so as to lead through the port and starboard closed scupper holes. They shall be mounted parallel to the gunwale. All will be an 18" aluminum weld on deck cleats. The cleats shall be installed on suitable deck inserts and supported by under deck structure. All welds shall be ground smooth to eliminate snags which will damage synthetic lines.

Four (4) 7.5" line cleats to be installed in way of the A-frame at customer directed locations.

## H.13 Seats and Stowage

Deck lockers shall be built integral to the house front. The space shall be divided into individual lockers with hinged and latched tops. Drains shall be installed in each locker. The entire assembly shall be configured to serve as a deck bench.

The Vessel will be provided with stowage for 26 *Taylor*tec or equal Type 1, USCG approved, adult life jackets.

Stowage shall be provided in the pilothouse settee/day bunks, bunkrooms and in deck boxes as required.

20 *Mustang* immersion suits or similar shall be provided and stowed underneath the settees in the main cabin or other locations allowed by applicable USCG regulations.

## I. SYSTEMS

### I.1 Engines

Electronic, high efficiency, Tier 3 low emission diesel engines that meet or exceed all federal emission standards shall be reverse mounted with a remote mounted gearbox.

Model	Caterpillar
Model	C-18 ACERT "D" Rated
Rating	588 kW (800 hp) @ 2100 rpm*
Gearing	ZF 665A Gear Box

\* IFN Rating: Intended for intermittent use where rated power is available 1 out of every 3 hour period. Accumulated load factor must not exceed 80% of rated power. Unlimited h/year service time. Total service time depends on load factor.

- Exhaust Turbocharger, water cooled
  - Fuel filter, flame proof piping and hosing
  - Lube oil filter and oil cooler, combined, standard.
  - Exhaust manifold water-cooled
  - Sea-water pump
  - 24 volt 120-Amp alternator

- Isolated (above ground) DC electrical
- Unit Mounted Fuel Primer assembly and ¾-37 JIC (male) Connections
- Engine Oil Drain Valve (service) kit (1ea port and starboard).
- Two Marine power displays, one in each Engine Room
- Two Marine power displays for flybridge (7" dual engine monitor)
- Twin Engine Shipset Custom Harness Package
- Start and Stop Panels for Wheelhouse
- Initial Coolant Fill
- Initial Oil Fill
- Gear Box
  - ZF 665A
  - Raw Water Cooled for MAN
  - Electric Shift 24v (FTN – fail to neutral)
  - Electric Troll
  - Bell Housing SAE1
  - MAN Smart Command Kit
  - Prop Flange up to 125mm shaft

The main engines shall be installed as per the recommendations and requirements of and under the supervision of the manufacturer's technical representatives.

The main engines shall be arranged for start and stop from the helm station and in the engine rooms.

The main engines will be supplied with standard manufacturer's warranty.

## I.2 Props and Shafts

The Contractor shall provide and install NiBrAL propellers. The propellers shall be right and left hand, turning outboard when going ahead. The propellers shall be designed for maximum efficiency and shall be matched to available transmission gear ratios. They shall be mounted with a tip clearance of ~20% of the propeller diameter.

Diameter	TBD
Pitch	TBD
Material	NiBrAl
Grade	Commercial Duty

The gear coupling will be connected directly to an *Aquamet* 22 HS propeller shaft. Shaft diameter will comply with USCG requirements.

The shaft couplings and propellers will be blue fit to the shaft tapers in order to verify no less than 80% contact has been achieved.

The shaft will be fit with two (2) shaft bearings. The stern bearing will be housed in a fabricated A-bracket. The intermediate bearing will be fit in the stern tube.

The stern tube will be fitted with a *PYI* PSS drip less shaft seal that is cooled with water from the main engine raw water-cooling circuit.

The shaft bearings shall be *Johnson Duramax* Mandy bearings.

The ends of the shaft shall be machined to standard SAE tapers and fitted with keys. The shaft coupling shall be machined to match the propeller shafts. The bearings shall be locked in place with SS grub screws.

### I.3 Genset

Two diesel generator sets will be fitted. Output will be three phase 120/208v. The engine will be fitted with a 24V DC starting system.

The gensets will be fitted with sound shields.

The engine will be heat exchange cooled.

- Make                    Kohler
- Model                24EKOZD
- Rating                24kW/60Hz
- Voltage               120/208 V AC
- Phase                 3 ph.

Generator features: Standard equipment will include:

- Heavy-duty construction
- Certified by the Environmental Protection Agency (EPA) to conform to Tier III marine auxiliary
- Diesel fueled, three cylinders, Four cycle
- Electric fuel lift pump
- Lifting eye

Generator features:

- Remote start 12-pin connector
- Class H insulation
- Voltage regulation of  $\pm 1.0\%$
- Radio suppression
- Outstanding motor-starting capability
- Directly connected to the engine, the generator has sealed precision ball bearings with a precision-machined steel sleeve in the end bracket to prevent shaft misalignment and extend bearing life.
- P-Gen Parallel technology
- Raw Water/Heat Exchanger Cooling
- 24-volt DC starter motor
- Remote mount engine gauge panel
- Automatic safety shutdown systems



- Low oil pressure shut down
- Engine Overspeed
- High engine temperature shut down
- Loss of coolant shut down
- Seawater pump impeller failure shutdown

- Vibration mounts

## I.4 Engine Exhaust

Each engine will be fit with a water-lock silencer wet exhaust system. The exhaust gas shall discharge through the wet exhaust elbows and pass through FRP piping to one wet muffler. The wet elbows will be plumbed with the raw water discharge from the main engine. The wet exhaust gasses will exit the muffler thru FRP piping plumbed thru the side plate. The thru hulls will be located in the engine room.

The systems shall be installed to be within the engine manufacturer's back pressure requirements.

The systems shall be installed to be within the engine manufacturer's back pressure requirements. Engine cooling water shall be plumbed with water dumps to control the amount of water going to the exhaust system. The systems shall be installed to protect the engines from back filling with seawater.

## I.5 Genset Exhaust

The generator engine shall be fitted with a water-lock silencer wet exhaust system.

A mixer shall be fit to the generator engine to mix seawater-cooling water with the exhaust gas. The wet exhaust gas will discharge through heat resistant wet exhaust hose, muffler, and connect to an aluminum pipe welded to the side of the vessel in the engine compartment.

The systems shall be installed to be within the generator manufacturer's back pressure requirements. The systems shall be installed to protect the engines from back filling with seawater.

## I.6 Steering System

A 4-station electric hydraulic power steering system will be installed. The power system will consist of a *Dometic Optimus EPS 5000* power unit with two (2) electric driven hydraulic pumps (EP1600). Provisions shall be made to provide overcurrent protection for steering-gear systems. The main helm control station will be fitted with an electronic Helm and a large diameter steering wheel.

- |   |                |
|---|----------------|
| ● Maximum rudder angle                      | +/- 35 degrees |
| ● Rudder speed (+35 degrees to -35 degrees) | 10 seconds     |
| ● Turns Hard over – Hard over               | 8 (manual)     |

The main helm station will be fitted with a rudder angle indicator. The main helm station dash will be fitted with *Simrad AP70 Mk2* autopilot remote that will provide follow up jog steering and rudder position indication.

The wing stations both port and starboard shall be fitted with an electronic helm and a jog lever. Rudder angle indicators shall be incorporated into the wing station arrangement. The aft facing control station shall be fitted with an electronic jog lever and rudder angle indicator.

Each tiller will be fitted with mechanical stops. Prior to launching, the steering rudders will be perfectly aligned by measurements taken behind the transom. The position of the tiller arms will then be permanently marked on the inside of the transom for later reference. The system will be plumbed with SS hydraulic tubing.

The Dometic Optimus steering system integrates with the Glendenning control system to provide basic station keeping capabilities.

The control system shall be served by two (2) sources of uninterruptible DC power.

## I.7 Controls

A 4-station control system will be fitted to the vessel dual lever control heads.

- Make                      Glendenning
- Model                    Complete Control 2

The following areas will be fitted with controls:

- Main helm
- Wing Stations Port and Starboard
- Upper deck aft station

The control system shall be served by two sources of uninterruptible DC power.

## I.8 Fire Suppression

Each engine room shall be fitted with a USCG approved *Stat-X* pre-engineered fire suppression system of suitable capacity. The system shall be capable of automatic discharge upon heat detection. The manual release controls shall be fitted outside of the engine room space.

The system shall be installed to control the ventilation system and shut down the main engine and genset in that space upon fire detection.

Battery Powered smoke alarms will be fit in each sleeping area and a battery powered Carbon Monoxide Alarm shall be fit in the main cabin area.

A *Maretron* fire detection system will be fitted in the pilot house. It will be a seven-zone system with annunciation in the PH as well as strobe lights. The midships bunk room shall also be fitted with a wiggler alert system.

The following zones will be monitored for smoke and heat:

- Port engine room
- Starboard engine room
- Port fwd. bunk room
- Starboard bunk room
- Main cabin
- Pilothouse
- Port midships bunk room

The following additional equipment will be supplied and fitted:

- One (1) x 2 1/2 lb. ABC fire extinguisher will be fitted in the pilot house.
- One (1) x 10 lb. CO2 fire extinguishers will be fitted in the wet lab.

- One (1) x 2 1/2 lbs. ABC fire extinguishers will be fitted in each bunk area.
- One (1) x 5 lbs. CO2 fire extinguisher will be fitted near the server rack.
- One (1) x 10 lb. ABC fire extinguisher will be fitted near the galley.
- One (1) x 10 lb. CO2 fire extinguishers will be fitted in each engine room.
- One (1) x 5 lb. ABC fire extinguishers will be fitted at each engine room entrance.

## **I.9 Anchor System**

One (1) anchor, chain and line shall be supplied and fitted. The anchor line end shall be permanently connected to the vessel

A *Windline* anchor roller shall be fit into a hawse hole through the foredeck.

One (1) Rocna 55 kg anchor shall be shackled to 50 ft of 3/8 inch diameter galvanized anchor chain and 150 feet of 3/4 inch Yale 8-strand braid nylon anchor line.

The electric anchor windlass will be a Maxwell RC1212-24V with capstan. Control will be via a tethered remote stowed in the locker.

## **I.10 Crane, Davit and Winches**

A boom type Morgan Marine 350.4, hydraulic and marinized with a 1,210 lbs. capacity at 19-foot reach shall be supplied. The crane will be fitted with a canvas all-weather, removable cover.

The vessel shall be supplied with twin hauling winches, located on the upper deck facing aft and shall have the following features:

- One (1) Okeanus “Waterfall Style” Hydraulic Scientific Winch
  - o Self-Contained with independent hydraulic motors for individual operation of the two winch drums
  - o Hydro drum spooled with 1,000 meters of 3/8” HMPE line with a SWL drum pull of 5,000 lbs.
  - o CTD drum spooled with 1,000 meters of .322” conducting wire with a 1,500 lb. SWL on a fully loaded drum.
  - o 4 Pass *Moog/Focal* slip ring for conducting wire four (4) conductors), wired back to dry lab space.
  - o Equipped with a level wind
  - o Joystick controlled with a display for fine speed control and real-time data.
  - o Maximum drum speed of 80 m/min
- Controls (two (2) hard wired panels, one (1) for each drum and two (2) belly packs. Plug in ports will be located at each deck panel and at lab stations 1 and 2. Panels will be located at the upper control station as depicted on the GA drawing.
- One (1) EM Cable spooling (EM Cable to be supplied by Okeanus)
- One (1) Hydro line spooling (3/8” HMPE line to be supplied by Okeanus)
- Canvas all weather, removable cover.

A portside J-Frame shall be provided to accommodate small, towed survey equipment and shall support an 800 lb. safe working load (SWL). Final engineering is required to determine the maximum survey speed and through water speed while the universal

sonar mount strut is in the deployed position\*. The J-Frame shall be serviced by a hydraulic winch with 300 meters of *Spectra* line located on the upper deck as per the GA drawing.

### I.11 HVAC

The forepeaks, tank voids and lazarette will have pipes fitted to allow for ventilation. Ventilation pipes will terminate at an airhead type vent check valve. Ventilation in these areas shall be natural.

The wet lab shall have exhaust ventilation extraction supplied via two (2) 190CFM overhead ventilation fans.

A clothes dryer vent will be installed outboard of the interior accessed bathroom with shower. Vent will be a 4" diameter tube with an airhead vent check valve.

The vessel shall be fit with *Pompanette* direct expansion Reverse Cycle air conditioning system providing **heat & cooling**. Exhaust from the bunkroom units shall be vented outside of the bunkrooms. Exhaust from the PH and main cabin units shall be vented to the outside. The system shall be arranged as follows:

- Two (2) x 10,000 BTU for the pilot house.
- Two (2) x 16,000 BTU for the labs and galley.
- Two (2) x 10,000 BTU for the Main Deck bunkrooms. Each unit will have an individual thermostat.

The Microwave oven will be fit with a fan to provide galley ventilation. The heads and bunkrooms shall be fit with a 4" ventilation exhaust fan rated at 190 CFM. The bunkrooms shall also be fit with one (1) each oscillating overhead fan for air circulation. Ventilation grates or louvers shall be fitted between the bunk cabins and main cabin to facilitate air circulation.

### I.12 Machinery Ventilation

Engine rooms shall be fitted with ventilation systems consisting of ventilation fans with variable frequency drives of suitable capacity. Fans shall be fitted on rubber mountings. And the casings shall be aluminum. The ventilation shall be controlled at the helm.

Each engine room shall be fitted with air inlet and discharge openings. The openings shall be oriented and shrouded to minimize spray induction into the engine room. All air inlets and outlets shall be fitted with *Zazz* or equivalent fire dampers and salt-water spray diffusers. Fire dampers will be remote controlled and electrically operated.

### I.13 Acoustical Insulation

The noise level in passenger spaces shall be kept as low as possible. Furthermore, noise levels shall meet the OSHA permissible noise exposure regulations 29 CFR Part 1910.95, and reasonable effort will be made so that interior spaces occupied by passengers shall be as close as possible to an 8-hour time-weighted average of 78 decibels measured on the A-scale, when the vessel is traveling at specified cruise speed with the generator running at normal load factor. This measurement shall be from the main cabin area.

The engine rooms shall be insulated on the deck heads, ventilation trunks, as well as engine room sides and forward bulkhead. Insulation on the sides shall extend down to the lower chine.

The lazarette, machinery space, tank void, and forward void shall be fitted with acoustical insulation as follows:

- Overhead
  - o 30 mm Air Gap
  - o Layer 1 - USP, ALU1 36kg/60mm Roll ALU1 facing
  - o Layer 2 - 2.5 mm Wavebar Quadzero NL 1lb-ft<sup>2</sup>

- Forward USP, ALU1 36kg/60mm Roll ALU1 facing
- Aft USP, ALU1 36kg/60mm Roll ALU1 facing
- Inboard USP, ALU1 36kg/60mm Roll ALU1 facing
- Outboard USP, ALU1 36kg/60mm Roll ALU1 facing
- Ventilation Trunk and Engine Room Entrance
  - o Layer 1 - USP, ALU1 36kg/60mm Roll ALU1 facing
  - o Layer 2- 2.5 mm Wavebar Quadzero NL 1lb-ft<sup>2</sup>

Insulation shall generally be installed with pins and caps glued directly to bare aluminum plate. All seams shall be taped.

Interior bulkheads and partitions within the superstructure shall be acoustically insulated with 2.5 mm Wavebar Quadzero NL 1lb-ft<sup>2</sup> where practical.

### **I.14 Life Saving Equipment**

A restricted maneuverability day shape will be provided by the Purchaser. Accompanying mast lights will be provided.

Two (2) 20 person SOLAS A IBA type life rafts will be supplied and fit on the upper deck with quick release and float free cradles.

The following equipment shall be supplied and fitted:

- Two (2) x 20 person IBA with container, cradle and lashing.
- 44 Adult sized *Taylor*tec Type I USCG approved, silk screen printed life vests with ships name shall be provided
- Four (4) Child sized *Taylor*tec Type I USCG approved, silk screen printed life vests with ships name shall be provided.
- 20 Type V Work Vests.
- 20 *Mustang* or similar immersion suits. (19 adult sized, one (1) XL, and one (1) adult small)
- Three (3) x 24" life rings (one (1) mounted on the aft deck)
- One (1) x Man overboard light
- One (1) x Life Ring throw rope
- One (1) x Lifesling 3
- One (1) x ACR 2830 Satellite-3 406 Cat 1 EPIRB
- Two (2) x Orion 802 Red Flare kit (3 ea.) – current within 90 days
- Two (2) x Orion 958 Orange Smoke kit (3 ea.) – current within 90 days
- One (1) x Orion 4267 Orange Ammo Box
- Two (2) x Orion 811 Lifeboat First Aid Kit
- Four (4) x Pelican Flashlight 3610PL
- 12" bell, Perko 0179012PLB
- One (1) x Phillips Heartstart AED
- One (1) x Thermal Blanket 56" x 84"

The following placards and signage will be provided:

- Two (2) x MARPOL Oil Discharge Placard

- One (1) x MARPOL No Dumping Placard
- One (1) x Personnel to Remain Clear When Electronics Are in Operation
- Three (3) x Sink Drain and Pollution
- Two (2) x Hearing Protection Required for Engine Rooms

### **I.15 Galley Equipment**

The galley will be fit with the following equipment:

- One (1) x 15-cu ft Bottom-Freezer Refrigerator
- One (1) x Whirlpool 1.9 cu. ft. Over the Range Convection Microwave/Hood in Stainless Steel with Sensor Cooking
- One (1) x 3-Burner Electric Range, Force 10 or equal
- Sink with Garbage Disposal

### **I.16 Lines and Buoys**

The following shall be provided:

- Six (6) x 7/8" x 70' 2-1 double braid nylon deck line w/ 24" eye splice one end
- Six (6) x Polyform F10 Fender w/ 8' tagline

### **I.17 Anodes**

The vessel shall be fitted with eight (8) x *Divers Dream* Aluminum anodes. Each anode shall be 6" x 12" x 1/2". Two (2) shall be located on each transom two (2) shall be located in the forward tunnel, two (2) mounted on the port hull and two (2) mounted on the starboard hull.

A separate earth bonding system, which will not be normally current conducting, must be installed. Metal casings of all machinery and equipment shall be commonly bonded to the hull and the anodes.

Piping shall be protected with zinc anodes or with isolation as necessary.

The vessel will be fit with a Digital logging hull potential meter to monitor the condition of the anodes.

Bonding: See Section O. ELECTRICAL.

### **I.18 Driveline Shrouds**

All rotating machinery, such as drive shafts and remote mounted pumps, will have aluminum fabricated safety guards fitted to adequately protect crew from injury.

The guards shall be lightweight and easily removable to facilitate inspection and servicing.

## **J. PLUMBING**

Runs of pipework will, as far as possible, be kept clear of work or access areas, etc. Pipes shall be secured to the vessel's structure by suitable blocks. Pipe runs shall be connected with short runs of suitable hose to facilitate removal. Where aluminum pipes pass through shell, bulkheads or deck, a short length of the pipe with suitable flange doublers shall be welded into the structure.

All plumbing shall be installed with accessible low point drains.

Unless otherwise specified, copper alloy (such as brass or bronze) equipment or fittings will not be fitted below the main deck. All systems' piping shall be labeled with system identification and flow direction.

Conveniently sized and properly labeled access panels shall be provided for access to all wiring, valves, and pipe connections.

Where possible, ducts, pipes, etc., in the accommodation spaces, shall be installed behind linings, or shall be boxed in. Panels covering ducts, piping, wire ways, etc., shall be removable.

Cable trays and pipes for scientific instrumentation shall be placed in easily accessible locations and not be covered or boxed in.

Plumbing systems with dissimilar metals which are threaded together shall be lubricated with either Tefgel or Eck or similar as a dielectric lubricant. Dissimilar metals with flanges shall have isolation plastic shoulder washers to insulate from each other.

All system piping will be color coded and labeled for the system served.

All piping shall be installed per USCG Sub Chapter T regulations.

### **J.1 Fuel System**

Each fuel tank shall be fitted with sight gauges. The sight glass on each tank will have self-closing 316 stainless steel valves at both the upper and lower end of the glass. The sight glass shall be protected with a slotted aluminum guard, which shall be marked to indicate tank content in increments of 50 gallons.

SS ball valves and hose tails shall be used for all fuel lines outside the tanks. Piping inside the tanks shall be per USCG requirements. The port tank shall supply fuel to the port engines, and the starboard tank to the starboard engines. Each supply line will have a shut off valve inside the engine room, with a remotely controlled cable to enable the valve to be shut from outside of the engine room space. Cable levers shall be properly labeled. Long straight runs shall be plumbed in 304 SS tubing.

Each main engine supply line shall be fitted with a single *Racor* 75/1000MAX10 Duplex fuel filter. Each filter shall be fitted with a drain valve and a drip pan under each filter assembly to contain fuel spilled during servicing.

### **J.2 Oil Change System**

Each main engine, gear and generator engine will be manifolded and connected to a common pipe plumbed to the ER entrance. A portable, bi-directional transfer pump will be provided with *Parker* quick connects. A discharge hose that will reach to the main deck edge. The system shall remove old oil from the sumps and pump that to waste receptacles (provided by the Purchaser) located on deck and pull fresh oil from containers (provided by the operator) located on deck, and pump that into the engines.

### **J.3 Engine Cooling**

The main engines will be equipped with its own raw water pump, which shall take suction from a dedicated sea chest thru a 3" SS butterfly valve and *Arctic Steel* 3" bottom in and side out stainless-steel strainer. The strainers will be installed to allow easy inspection and cleaning of the strainers. Piping to the engine will be 5086 Aluminum. The raw water shall be discharged from the engines through the exhaust system. The piping from the engine discharge to the exhaust connection shall be CuNi.

A suitable hard wall hose will be used for flexibility. All flexible connections will be double clamped.

Zincs are to be installed in strainers and in aluminum piping every 4-6 ft.

### **J.4 Genset Cooling**

The generator engine will be equipped with its own raw water pump, which shall take suction from a dedicated sea chest thru a 2" SS butterfly valve and *Arctic Steel* 2" bottom in and side out stainless-steel strainer. The strainers will be installed to allow easy inspection and cleaning of the strainers. The raw water shall be discharged from the engines through the exhaust system. This sea strainer will also provide raw water to the Fire Pump. (See Section N.6 FIRE PUMP SYSTEM)

A suitable hard wall hose will be used for flexibility. All flexible connections will be double clamped.

Zincs are to be installed in strainers and in piping every 4-6 ft.

## J.5 Bilge System

The bilge system shall consist of one (1) engine driven *Jabsco* pump in the Port engine room, and the vessel's main fire/bilge pump in the Stbd engine room. Both pumps will be electromagnetic clutched. The pumps shall be mounted one (1) on each main engine and shall be driven via a V-belt. The suction side of the pumps shall be connected to a bilge manifold in each engine room. The bilge manifold shall have feed pipes from the lazarette, engine room, tank void and forward void spaces in the respective hulls. The system shall be fitted with crossover plumbing. The discharge shall be overboard.

Each pump will have a local and pilot house control fit with a prominent pump running indicator light.

All bilge piping shall be plumbed with aluminum pipe with aluminum flanges where necessary (when transitioning to stainless steel). A check valve with an intake screen will be installed as a foot valve.

Each watertight compartment aft of the fuel tank void shall have a *Rule* DC submersible pump for housekeeping, connected to a float switch and overboard drain.

The pumps shall be mounted at the lowest accessible point in the compartments with bows slightly trimmed up.

An audible alarm and warning lamps shall be fitted at the helm station operated from float switches. Alarm-silence switches shall be fitted in the helm area. The bilge pumps shall be connected to a 24-hour power supply.

The following points shall be monitored:

- |                           |            |
|---------------------------|------------|
| · Port Forward Void Space | High Bilge |
| · Stbd Forward Void Space | High Bilge |
| · Port Tank room          | High Bilge |
| · Stbd Tank room          | High Bilge |
| · Port Engine room        | High Bilge |
| · Stbd Engine room        | High Bilge |
| · Port Lazarette          | High Bilge |
| · Stbd Lazarette          | High Bilge |

Forepeak voids shall be serviced with a manual bilge pump, *Beckson 136P*, with a flexible suction hose terminating at the bottom of the void and a flexible discharge hose with enough length to clear vessel side.

## J.6 Fire Pump System

The fire pump shall be an *Oberdorfer* electromagnetic clutch pump, sized to meet USCG requirements. The fire pump shall be mounted onto the main engine and shall be driven via a V-belt. The suction side of the pump shall be connected to the genset raw water strainer. The discharge shall be to the fire main and pressure relief overboard. This pump shall be controlled from the bridge and engine room.

One fire hydrant with 50' lay-flat hose and suitable nozzle shall be fitted. The fire station shall be located as per the GA drawing.

The fire pump system shall be plumbed with aluminum pipe with suitable corrosion protection when transitioning to dissimilar metals.

## J.7 Black Water System

The vessel will be fitted with one (1) - *AHEAD TANK Model AT-12T* Type II MSD unit. This shall be located in the starboard tank space. The AHEAD unit is equipped with a 62-gallon black water tank to hold pre-treated effluent prior to treatment and discharge into the grey water system.



Three (3) SANIMARIN-48 24VDC marine toilets shall be fitted to the vessel. The toilet flushing water will be plumbed from the raw-water pressure system (*Sureflo* AquaKing II Standard) and the freshwater system via a backflow preventer and 3-way selector valve. The toilet discharge shall be plumbed directly to the MSD treatment system, treated water from MSD system shall discharge to the gray water holding tank. The gray water tank drain line will be fitted with a salt water back flushing line.

The head will be fit with handrails and with a SS toilet paper holder.

The tank will be supplied with a 4" clean out port. The tank outlet will be plumbed with a valve overboard and to a deck mounted pump out connection for discharging through a shore facility. The tank shall be vented between the hulls with a check valve to prevent back flushing when underway at high speeds.

Liquid level sensing devices will be fitted to monitor the tank levels.

All sanitary piping will be PVC.

The MSD system will also be fit with valves and plumbing fittings at the cleaning ports for discharging through the shore pump out plumbing for cleaning.

## J.8 Fresh Water System

Freshwater shall be supplied from integral freshwater tanks located in the lazarettes. The freshwater supply line shall be fitted with two (2) each *Shurflo* Aqua King II Supreme 24VDC water pumps. The tank shall be vented through a 1-1/2" vent check with a protective screen. The tank shall be filled through a standpipe located on the PORT side of the vessel.

The fresh-water pumps shall be powered by the vessel's electrical systems.

All freshwater piping shall be CPVC and have drains at the low points.

A fresh cold-water spigot shall be provided on the aft deck and the upper deck.

A *Whale* six (6) gallon electrically and engine waste heat-powered on-demand hot water heater will be fit.

One *Bluewater Spectra* "NewPort 700C" Series water maker (700 gallons per day) will be installed in the starboard tank room.

Hot and cold fresh water will be plumbed to the following:

- Shower stall in each head
- Sink in heads
- Sink in the galley
- Sink in wet lab
- Clothes Washer

See Section M.14 LIFE SAVING EQUIPMENT for safety placard information.

## J.9 Gray Water

All gray water plumbing shall be PVC.

Gray water sources must be piped to a lockable manifold that allows discharge to the waste tank or overboard. The waste tank shall be emptied via suction fitting located on deck or a gravity overboard drain.

The vessel will be fitted with a 210-gallon polypropylene gray water tank.

## J.10 Wash Down

The fire pump system will supply sea water to a wash down faucet located on the aft cabin bulkhead.

A general washdown service from Stbd genset seawater intake will provide sea water to:

- Aft and upper deck Spigot
- Toilet Flushing

This shall be fed from the (Sureflo AquaKing II Standard) pump noted in the Black Water system.

### **J.11 Hydraulics**

The Vessel shall be fitted with an engine driven hydraulic system. The pumps shall be suitably sized axial piston pumps, Bosch Rexroth or similar, using a direct PTO through drive arrangement. The system shall have a load sensing pump and control manifold. The system will provide a minimum of 32 GPM at 3,200 psi. In order to minimize passive hydraulic noise when not in operation, the pumps shall be fitted with an unloader valve to put the pumps at zero output when not in use. The pressure system shall be manifolded and share a common 60-gallon reservoir. The pumps shall be heat exchanger cooled.

The vessels hydraulic system shall power the following:

- Deck crane
- Aft A-Frame cylinders
- Scientific Winch
- J-Frame cylinder
- J-Frame Okeanus hauling winch

Auxiliary hydraulic power take off ports shall be included on the aft deck.

The hydraulic system shall have emergency shut offs at the hydraulic control station.

The system shall be hard plumbed with ASTM A269 / A213 seamless SS hydraulic tubing. The fitting for this system shall be Parker Triple-Loc fittings meeting SAE J514 and ISO 8434-2 industry standard for 37 deg flare fittings or commonly known as JIC fittings. The flexible hoses shall be SAE 100 R2 AT.

### **K. ELECTRICAL**

The complete electrical, normally current conducting, system shall be an above earth, two-wire system.

All cables shall be adequately protected against mechanical damage, chafing, heat, corrosion, and wherever possible be installed clear of bilges.

The cables between engine rooms and wheelhouse shall be neatly fastened to aluminum cable trays fitted below deck.

Cable penetrations through bulkheads and decks must have adequate sealing arrangements to maintain water and, where appropriate, fire integrity.

All cable voltage ratings must be suitable for the circuit voltage. Conducting wire must be stranded copper. All sub-circuits shall be double insulated cables.

Cabling and installation will comply with the USCG regulations.

The Builder will supply a complete set of as-built wiring diagrams of the vessel's electrical system on delivery of the vessel.

Electrical control panels must be provided containing all necessary controls and starters for the proper control and running of all systems. Circuit breakers shall be mounted on the panel and to be used for switching circuits. Provision must be made for at least four spare circuit breakers on each of the primary AC and DC distribution panels. Additional Spares shall be considered during final engineering.

Each electrical cable will have an identification label on each end. The labeling system will be a Brady wire labeling system using self-laminating vinyl thermal transfer labels. Cable numbers shall be devised by the Contractor and on the electrical drawings.

Care shall be taken to not mount electrical equipment under the exhaust and engine room vents and avoid routings under soft patches.

Shore Power will be isolated through a galvanic isolated transformer.

## **K.1 DC**

All batteries shall be extra heavy duty low-maintenance type. Battery banks shall be installed in vented, non-metal lined, plastic boxes. The battery boxes will have lids and be strapped into place.

An isolating switch shall be placed as close as practicable to each battery set.

Automatic Charge Relays will be installed between the engine start batteries and the house services battery. When the Automatic Charge Relay senses a charging source from any engine alternator or battery charger it will close and charge that battery bank. The Automatic Charge Relay can be manually closed to provide emergency parallel starting. Provision is to be made to supply power to the bilge pumps when the normal service distribution is isolated.

Each main engine will have a 24V starting battery bank, consisting of Lifeline GPL XT starting batteries. The electrical system will allow engines to be started from either bank of batteries. Batteries shall be charged from the main engine fitted alternators.

Each generator will start from the 24-volt main engine starting banks. Each generator will be isolated through a battery switch.

A 24V house services battery bank, consisting of 4 x 6 Lifeline GPL-6CT batteries, shall be installed to supply the vessel's DC consumers. The batteries shall be in series to have 24V. The generator or shore power via the Inverters will charge the Services battery bank.

A load analysis will be completed prior to electrical system installation.

The 24V DC electrical system will supply power to the following equipment:

- DC Circuit breaker/switch panels
- Maxwell 24VDC Anchor Windlass
- DC Electronics Circuit breaker/switch panels
- Engine room ventilation
- Main engine start and monitoring
- Main engine controls
- Genset start and monitoring
- Bilge pumps
- A windshield wiper system with freshwater window washing to ensure blades to clear 70% of the glass surface.
- Horn (Buell 15" Air Horn)
- Newmar PI-10 intercom
- Main Console (Bridge)- Base station, handset, speaker
- Foredeck- Talk back, waterproof speaker
- Aft main deck- Talk back, waterproof speaker
- Upper aft deck- Talk back, waterproof speaker
- Dry Lab- Talk back speaker
- Wet Lab- Talk back speaker
- Settee (dining)- Speaker
- Berthing areas- Speaker
- 12 x Red / White DC lights

- 1 x 10" Imtra DHR230 LED Searchlight with operator control panel,
- 2 x 12 VDC outlets in dash
- Navigation lights (individually controlled from the wheelhouse switch panel)
  - Steaming light
  - Port light
  - Starboard light
  - Stern light
  - Red/white/red signal lights on the signal mast (switchable from anchor light and Restricted Ability to Maneuver As required by COLREGS)
- Vessel Alarm System (Maretron, or equal)
  - Bilge High levels
  - Main Engine Exhaust High Temperature
  - Engine Room High Temperature
  - Genset Exhaust High Temperature
  - Grey Water Tank High Level
  - MSD II Black Water
  - Port and Starboard fuel levels
  - Fresh Water level
- Individual reading lights will be provided for each bunk.
- Floodlights
  - Four (4) x Vision-X DURA660 LED work light (Fwd. Deck Lights)
  - Four (4) x Vision-X DURA660 LED work light (Aft Deck Lights)
  - Four (4) x Vision-X DURA660 LED work light (A-Frame Lights)
  - Two (2) x Vision-X DURA660 LED work light (Aft Upper Deck Lights)
- 24 x F-28 LED or equal machinery/below deck lighting
  - Four (4) x each Propulsion Room
  - Two (2) x each Lazarette
  - Two (2) x each Tank Space
  - Two (2) x each Forepeak
  - Two (2) x each Main Cabin Void
- 12 x F-22 LED Exterior Lights
- Oscillating fans for each bunk room.
- Ventilation fans for heads, bunkrooms, and wet lab.

A 24V DC to 12V DC converter shall be installed to power 12V electronic components, if required.

## **K.2 AC**

The AC installation shall be 120 /208 V, 3Ø, 60 Hz, with Neutral Earth but non-hull return. Supplies shall be from the diesel generators (see 5318 genset) or the dual shore power connections.

The shore power inlets shall be a 120/208V, 3Ø, 50 amp thru isolation transformers for galvanic protection and be located on the port side of the vessel next to the engine room entrance. Two (2) 50' long, shore power leads complete with inlet cord connectors, will be provided with storage in the Port Laz. There will be two (2) AC distribution panels with source selection of: Genset(s)/Shore power #1/Shore power #2.

One (1) Eaton UPS (9PX3000RT) system shall be installed in the server rack in the dry lab to provide clean, uninterrupted 120VAC power to the lab and pilot house to prevent power dropouts to Purchaser furnished science and pilot house equipment.

One (1) Eaton UPS system shall be installed in the server rack in the dry lab to provide clean, uninterrupted 208VAC 1Ø power to the aft main deck and 208VAC 1Ø to the wet and dry lab.

The AC electrical system will supply power to the following equipment to be installed:

- AC Circuit breaker/switch panel
- Air Conditioning/Heating system
- Hot water tank
- Engine room ventilation
- Two (2) x 3kVA UPS
- Internal lighting
  - Six (6) x Lithonia 4" LED downlight or equal in the pilot house
  - 30 x Lithonia 6" LED downlight or equal in the main cabin and bunk rooms
  - Cabin lights color temperature shall be at or below 3000K
- Power outlets, etc.
- Galley equipment
  - Galley refrigerator
  - Microwave oven and vented hood combo
  - Cooktop Range
- 208V 1Ø 30 amp outlet on the aft cabin bulkhead (survey scientific)
- 208V 3Ø 50 amp outlet on the aft cabin bulkhead (survey scientific)
- 208V 3Ø 30 amp outlet in the main lab (survey scientific)
- 120v Splendide Washer/Dryer Combo (as per G.A. drawing)
- AC Outlets
  - Two (2) x Duplex (with USB jacks) power outlets in wheelhouse
  - Two (2) x Quad and 2 x Duplex and 1x Duplex (with USB Jacks) power outlets dry lab port side.
  - Two (2) x Quad and 2 x Duplex and 1x Duplex (with USB jacks) power outlets dry lab starboard side.
  - Two (2) x Duplex (with USB jacks) power outlets galley settee area.
  - Galley equipment
  - One (1) x Duplex power outlet in each lazarette
  - One (1) x Duplex power outlet in each engine room
  - One (1) x Duplex power outlet in each void space
  - One (1) x Duplex (with USB jacks) power outlet in each bunk
  - Two (2) x Duplex power outlet upper deck
  - Four (4) x Duplex power outlet main deck
  - One (1) x Duplex power outlet foredeck
  - One (1) x Duplex power outlet in each head

Duplex receptacles shall be provided for general use in the bunkroom, galley, engine rooms, each lazarette, and pilothouse as required. Outlets shall be waterproof and GFCI where appropriate.

### K.3 Electronic Equipment

The navigation and communication at the helm shall include a Multifunction Navigation display and two (2) 24" computer displays. One computer display shall be cabled to a server computer in the lab space, the other to a computer running navigation software. The DGPS output in NMEA format shall be provided to the dry lab workstation desk by means of a labeled serial cable or serial bus bars.

The following list includes electronic items that shall be fit on the vessel:

- Two (2) ea. VHF radios with DSC- (ICOM M510)
- Two (2) ea. 24" Wide 1920x1080 Pilothouse 12v Display
- One (1) ea. 19" 1280x1024 Pilothouse touch screen 12v Display.
- One (1) ea. NavNet TZtouch3 Black Box Chart Plotter/Fish

- One (1) ea. MCU004 Remote Control for NavNet TZtouch/NavNet
- One (1) ea. DRS6ANXT Solid-State Doppler Radar with Target Analyzer/Fast Target Tracking
- One (1) ea. DRS4NXT SOLID STATE DOPPLER RADAR 24”;
- One (1) ea. 6’ open array antenna
- One (1) ea. Professional V4 Nobeltec Time Zero Professional V4
- One (1) ea. Nobeltec Second Station License for TimeZero
- One (1) ea. Nobeltec PBG Module
- One (1) ea. United States East Coast C-MAP Media Vector Charts
- One (1) ea. Lenova Tiny PC Mini PC i5 10500T, 16GB RAM, 512GB SSD
- One (1) ea. Logitech K360 Wireless Keyboard - Glossy Black
- Two (2) ea. Logitech Wireless Trac Ball Mouse
- One (1) ea. SCX20 Compact Dome Satellite Compass, NMEA2000
- One (1) ea. GP-330B GPS/WAAS Sensor - NMEA 2000
- Two (2) ea. QNB-1-PMW NEMA 2000 Quick Network Block
- Two (2) ea. IF-NMEA2K2 NMEA0183 format to NMEA2000
- One (1) ea. SS60-0 Mix & Match SS60 Depth & Temp 50/200 kHz 600 Watt Transducer
- One (1) ea. Furuno 600W Mix & Match Cable w/Furuno 10pin
- One (1) ea. A200 Class A AIS Class A transceiver
- Two (2) ea. GX6000 25W Commercial Grade Fixed Mount VHF AIS receiver
- One (1) ea. VHF 162-HD AIS System Antenna
- Two (2) ea. MEK-4 Vertex Standard Front Panel Microphone Extension
- Two (2) ea. MMB-84 Flush Mount Bracket For Vertex Standard
- Two (2) ea. 156 HD Morad, Heavy Style VHF Hot Rod Antenna
- Three (3) ea. V8 8 ft. Morad extension
- Two (2) ea. M600 Morad M6 Laydown Mounts
- One (1) ea. EDS-205 MOXA industrial grade ethernet switch
- One (1) ea. Wilson Pro 70 5 Band Cellular Voice & Data Booster System
- One (1) ea. Wilson 700-230... Splitter w/ N Fema
- One (1) ea. 301135 Wilson Dual-Band Panel Antenna
- Four (4) ea. Maretron J2K100-01 J1939 to NMEA 2K Data Converter
- Maritime Starlink assembly
  - One (1) month of service for testing.
- Multi-camera display at main helm – 8-Channel 4K NVR and 8 Outdoor 4K (8MP) IP Fixed 30FPS Real-Time Format Nocturnal Cameras with Color Night Vision, includes a 3TB Hard Drive, LorexTechnology or equal
  - 8-Port POE switch
  - Beetrionics 22” standard format Marine Display, 800 Nit LED Backlit, AR Glass, (2) Signal Inputs, VGAX1, HDMI DVIX1, Resolution 1920 x 1080
- Two (2) x one (1) ea. Port and Starboard engine rooms
- Two (2) x aft deck
- Two (2) x foredeck
- Two (2) x upper deck facing aft
- 3 Fusion Apollo radios will be fitted (pilot house, main aft deck and lab)
  - Four (4) ea. JBL 23-1WH Exterior Speakers with JBL Weather Max grills will be supplied as follows:
  - Two (2) x Main Deck aft
  - Two (2) x Upper Deck aft
  - Two (2) ea. Bose “Freespace” FS4CE Black in ceiling speaker (pilot house)
  - Four (4) ea. Bose “Freespace” FS4CE White in ceiling speaker (two (2) ea. lab)

The Purchaser will assist with the placement of the above equipment to suit the Purchaser's requirements and operation. The final arrangement will be agreed upon 30 days prior to the start of electrical work on the vessel.

#### **K.4 Mission Specific Equipment**

One server rack with 19" wide 30" deep and 68" high racks equipped with rubber shocks. The rack will be mounted as per the GA drawings, with final orientation subject to Purchaser approval. A shelf will be provided above the computer rack for storage.

Network cabling will be run from the server rack location to the bridge and dry lab and accessible mounted ports. Network Wi-Fi to be available in labs, galley, bridge, berthing areas, and engine rooms. Networked system to be equipped with approved Purchaser IT department components.

Cable trays and pipes for scientific instrumentation shall be placed in easily accessible locations and not be covered or boxed in.

- Penetrations for temporary gear:
  - Dry Lab Aft Bulkhead:
    - One (1) ea. x 2", 4" and 6" schedule 80 aluminum pipes, extending 2" outboard, capped and dogged with a hinged aluminum pipe cap on the outboard end, the other temporarily capped for customer supplied Roxtec. Located outboard of the door, not less than six (6) feet above the deck.
  - Wet Lab seawater supply
    - Wet lab scientific sea water will flow from a dedicated pump, drawing off a dedicated sea chest, via CPVC piping up to the wet lab wall. The scientific sea water system will be fitted with a filter system and degassing assembly designated by Purchaser. Purchaser will designate the fixed plumbing of the Thermosalinograph (Sea-Bird Scientific SBE45 MicroTSG) and layout of CPVC plumbing in the wet lab. To further support this system installation, a Thermosalinograph remote temperature sensor (Sea-Bird Scientific SBE 38) mounting kit shall be incorporated into the scientific sea chest. The science seawater pump shall be switched on from the wet lab, and there shall be an "on" indicating light when the pump is operational.
    - There shall be a hard piped drain extension from the wet lab sink drain line above the countertop for the Owner furnished plumbing to discharge into. The Scientific Seawater service shall additionally be plumbed from this system to an outlet on the aft deck bulkhead. A non-filtered seawater system shall be provided for raw water wash-down of the ship's handling equipment in the weather and the scientific equipment on the Working Deck area.
    - A Stirling SU105UE under counter scientific freezer shall be installed in the wet lab per the GA drawing.
  - Acoustic Doppler Current Profiler (ADCP) shall be installed.
  - A J-Frame shall be located on the port side of the aft working deck. This J-Frame shall have a minimum 800 lbs. SWL and the ability to hydraulic extend off the side of the vessel by 65". The height of the J-Frame shall be 8' above the deck.
  - A Universal Sonar Mount shall be mounted on the port side for deployment of customer and client supplied transducers and sonars.

#### **L. COATINGS**

All paints shall be applied in accordance with the manufacturer's recommendations and specifications. All surfaces not intended to be painted shall be carefully masked and protected during painting. After painting, any extraneous paint and masking shall be removed.

##### **L.1 Sandblast/Clean-Up**

The Contractor shall remove or seal off machinery, equipment and interior openings whenever sandblasting is done nearby to prevent possible damage to any machinery or equipment from any abrasive grit, filings or dust. All surfaces below the water line to be painted shall be abrasive blasted to Sa 2 1/2 ISO 8501-1 and shall be immediately coated with the first primer coat.

## **L.2 Top Side Paint**

The hull, handrails, and bulwarks will not be blasted or painted. A vinyl boot strip will be applied.

All surfaces to be painted shall be grit blasted. Fairing will be limited to small local defects. All stitch welding shall be sealed before painting.

General paint application schedule:

- One (1) coat of Alexseal 161 Protective Primer (8-12 wft 3-5 dft)
- One (1) coat Alexseal HS-series High Solids Urethane Topcoat (1.6-3.2 wft .8-1.2 dft)
- One (1) coat Alexseal H0150 Urethane clearcoat (3-4 wft 2.4-4 dft)

Topcoat colors: TBD

## **L.3 Bottom Paint**

The bottom shall be painted with anti-fouling paint to approximately 4" above the loaded waterline.

General paint application schedule:

- Two (2) x coats Interprotect 2001E/2001E epoxy primer
- Two (2) x coats Pettit Black Widow paint

The bottom paint color shall be black.

## **L.4 Bilge Paint**

Bilges plate in the engine room will be painted from the keel to the first stiffeners inboard and outboard of the keel. Paint will go 2" up keel and stiffeners. The area directly under the shaft seal will also be painted.

Paint application schedule:

- Prepare by sanding with 36 grit
- Two (2) x 6 mils dry coats international 300 epoxy primer

## **L.5 Deck Paint**

The general deck surface shall be media blasted to provide for a non-skid surface. The 12" along the transom between the A-frames will have aggressive peel and stick tiles. A "danger zones" will be identified with 4" safety yellow tape. The arrangement of the "danger zones" will be approved by the purchaser. The edges of the peel-and-stick tiles/tape will be sealed.

## **M. INTERIOR**

The interior layout shall be as per the general arrangement drawings. All corners of furnishings shall be well rounded and there shall be no sharp protrusions in the cabin area.

Work surfaces shall be provided with Tec-Lock tie-down rails for securing equipment. Two (2) Tec-Lock tie-down rails will be fit on top of each of the counters in the lab. The purchaser shall approve final locations. Counter tops in the Labs shall be 3/4" Plywood to accommodate mounting of monitor arm stands.



### **M.1 Interior Insulation**

50mm fiberglass of density of 24 kg/m3 with aluminum face thermal insulation shall be fit inside the cabin and in the overhead. All seams shall be taped to form moisture barriers. All insulation shall be secured in place by pins and caps.

### **M.2 Interior Hardware**

All hardware shall be SS and of good marine quality unless otherwise specified in the specification.

### **M.3 Paneling and Trim**

In general, 10 mm and 20 mm Ayres Aluminum honeycomb panels covered with laminate will be used on the cabin walls. Aluminum skins of 0.5 mm front 0.3 mm back per aluminum sheet, with 0.71 mm vertical grade laminate applied to both sides of the panel.

10 mm Ayrilite 2052 laminate covered aluminum cored panel shall be used to finish the cabin interior.

20 mm Ayrilite 2052 laminate covered aluminum cored panel shall be used for interior partitions. Trim shall be aluminum extrusions from Ayres. All joints shall be bonded using Sika 292i white adhesive compound.

### **M.4 Cabinets**

The cabinets will be made out of 10 mm and 20 mm Aluminum honeycomb panels covered with laminate. Frames will be made out of aluminum. Aluminum extrusions will be used for Trim. The assembly of the cabinets will be glued and fastened with Sika 292i structural adhesive compound. Cabinet locations will be as shown on the GA Drawings.

### **M.5 Drawers**

The drawers will be made out of 10 mm Aluminum honeycomb panels covered with laminate. Aluminum extrusions will be used for Trim. The assembly of the drawers will be glued and fastened with Sika 292i structural adhesive compound. The drawers will be installed with 150 lbs. SS drawer slides. The drawers will be retained in the closed position by push button latches.

### **M.6 Bunks**

The Bunk bases will be made from 20 mm Ayres aluminum honeycomb panels covered with laminate. The assembly of the bunk will be glued and fastened with Sika 292i structural adhesive compound. Removable covers will be provided for cushions and shall be 10-14 ounce material with plastic zippers. Fabric and color shall be as selected, from supplier's standard charts, by the Purchaser.

There shall be three bunkrooms. Three bunk rooms shall be located on the main deck and shall have the capacity to hold 6 people per room. An additional bunk room shall be situated behind the pilot house on the upper deck. This shall have accommodations for two (2) people.

Each lower bunk shall have two (2) drawers. Bunk cubbies shall be provided where possible, as per the GA drawing. All Berths shall have additional storage compartments. Compartments will be below each (bottom) berth and have open face access. The Builder shall install fabric privacy curtains on each of the upper and lower bunks. Fabric and color shall be as selected, from supplier's standard charts, by the Purchaser. Care shall be taken that there is adequate room between the mattress and the ceiling to accommodate an average sized person. ~25" inches of headroom will be provided above each bunk. See GA drawing.

### **M.7 Dinette**

The dinette will be made from Ayres aluminum honeycomb panels. Aluminum extrusions will be used for the trim. The assembly of the dinette will be glued and fastened with Sika 292i structural adhesive compound. Storage will be provided as per the general arrangement drawings. Removable covers will be provided for cushions and shall be 10-14 ounce material with plastic zippers. The dinette shall function as a convertible settee and to function as an additional 1-2 person sleeping berth. The table will stow in a lowered position and back rest cushions will be fit to form a cushioned sleeping surface.

## **M.8 Laminate**

The color and texture of the laminate shall be selected by the Purchaser. Builder to supply a color-board of recommended materials at least 30 days prior to selection deadline.

## **M.9 Flooring**

All interior cabin flooring including heads shall be Loncoin Flecks II. Stairs shall be fit with stair tread noses of contrasting color.

## **M.10 Headliner**

The ceiling system will be 600x600 Dampa Tiles, 0.7 mm, beveled edge aluminum folded plate sections fitted to an overhead structure. The individual aluminum tiles will be removable. The system will incorporate all edge trimmings, end closures and finishing. Interior lighting will be flush mounted into the ceiling panels.

## **M.11 Windows and Glass**

All windows shall be clamp-in style single pane windows. Forward facing windows shall be clear glass. All other glass on the vessel shall be tinted, 45% gray, 6 mm thickness. The forward and side windows in Wheelhouse will be fitted with Mylar shades. The exterior head door for the amidships head will be fitted with an opaque window to allow light. The thickness of the glass shall be as required by USCG rules.

## **M.12 Exterior Doors**

The cabin doors shall be weather tight, Bomar or equal, aluminum doors and frames. The doors shall be hinged and equipped with dogs, if required to meet applicable USCG regulations, stainless locks and round corners. The perimeter of the doors shall be equipped with a replaceable neoprene gasket.

The Engine Room doors shall be fit 6" above the surrounding weather deck. The lab doors leading to the aft working deck, the aft head door, the side doors, and the pilot house doors shall have reduced combings as allowed by the USCG to allow for easier wheelchair accessibility. The hinged entrance and dividing doors in the head shall be made from 20 mm Aluminum honeycomb panels covered with laminate and Ayres aluminum Extrusions. The tops of doors shall be at least 6'-2" above the finished deck surface unless otherwise specified. All exterior doors except those leading into the machinery spaces shall be fitted with drop windows including pilot house doors. All door hardware shall be good quality aluminum or stainless steel.

## **M.13 Seating**

Two (2) Llebrock "Bandera Series 2" Helm Chair with pedestal mounts with slider and footrest will be installed in the pilot house. The helm chair will also include a left-hand cup holder, headrest and lumbar support pump. The second Llebrock "Bandera Series 2" shall be installed and located offset and aft of the helm seat. The pilothouse will have a built-in settee located on the Port Side and a desk and workstation located on the starboard side as illustrated in the GA drawing.

## **M.14 Galley**

The galley will be made out of 10 mm and 20 mm Aluminum honeycomb panels covered with laminate. Frames will be made out of aluminum. Aluminum extrusions will be used for Trim. The assembly of the cabinets will be glued and fastened with Sika 292i structural adhesive compound.

## **M.15 Helm Station**

The helm will be made out of 10 mm Aluminum honeycomb and 12 mm plywood panels covered with laminate. Frames will be made out of aluminum. Aluminum extrusions will be used for Trim. The assembly of the cabinets will be glued and fastened with Sika 292i structural adhesive compound.

The instrument panel will have a dull dark, matte colored finish and will house all the vessel controls, navigation and communication equipment. DC electrical distribution and switch panels shall be fitted on the instrument panel. All instrumentation

shall be installed to reduce glare and provide maximum visibility to the captain. Final configuration requires Purchasers approval. Drawers and storage will fit as per the general arrangement drawings.

### **M.16 Heads**

The vessel shall be fitted with two (2) complete head compartments both of which shall be equipped with a shower unit.

There shall be an additional head with just a toilet and sink accessible from the aft working deck.

The toilet compartments shall be finished with Ayres panels and trim. FRP panels will be applied to walls in direct contact with moisture.

Amidships Head Shower: Fiberglass, 32" x 32" w/ 20" entrance; Frosted Acrylic door. The door shall be positively latched.

Shower Fixture: Adjustable spray shower head with a single lever mixing valve and an attached soap tray.

### **M.17 Lettering and Striping**

The vessel name in decal form cut from vinyl shall be installed on each of the bows 10" tall. The name, Purchaser's hull number, and port of registry in decal form cut from vinyl shall be installed on the stern.

A premium 2-mil cast vinyl strip with permanent adhesive shall be installed as the boot stripe. The Purchaser will approve the color.

Maximum draft and trim limits will be marked on the hull via 1" x 8" welded plates at points defined by the Naval Architect. The draft numbers will be vinyl.

Purchaser's Logo 18" diameter, design provided by Customer shall be installed on both Port and Starboard Hull. Additional graphics shall be done on a time and materials basis.

A moderate insignia for Builder and Designer shall be affixed to the exterior of the vessel in a prominent location on both sides of the vessel.

Small arrows on the side of the vessel below the rub rail will be welded to mark the location for lifting straps.

## **5.3 TASKS/DELIVERABLES**

### **A. DESIGN**

Builder shall be responsible to procure Technicraft or equivalent drawings and information. Builder will retain the copyright to the design and contents of all material and information supplied. No part shall be used in any way whatsoever, reproduced or modified in whole or in part without their written permission.

#### **CONCEPT DESIGN PHASE**

Builder shall provide General Agreement (GA) Drawings for an 80' catamaran style vessel with a fixed propeller including the following:

- a. Main Deck
- b. Upper Deck
- c. Outboard Profile
- d. Inboard Profile

Builder shall develop and provide a provisional Specification Book in conjunction with the Purchaser's representative and provide two (2) rounds of Purchaser's feedback for incorporation.

Builder shall provide rough estimated performance data, within approximately three (3) knots accuracy, on the fixed propeller propulsion system. This shall include the following:

- a. Overall range of the vessel
- b. Overall estimated speed of the vessel

The vessel shall be designed to operate as an Oceanographic Research Vessel and a Subchapter T Inspected Passenger Vessel on "Oceans" route (no more than 150 nm offshore) with up to 20 persons on board, as allowed by the USCG certification for this design (COI), as per CFR definition.

The vessel, as built, will comply with regulation 46 CFR part 69 Subpart E Simplified Measurement System for less than 100 gross tons.

1. Approval: Builder will submit plans to Cape Fear Community College
2. Cape Fear Community College may return approved and signed plans or submit changes to the Builder. Cape Fear will have the approved signatures of the Provost, VP of Economic & Workforce Development, and the College President
3. Builder will resubmit changes to Cape Fear Community College for approval. CFCC will then approve or reject.

## **B. DOCUMENTS**

All manuals, warranties and technical documentation as supplied by the manufacturers of equipment shall be provided to the Purchaser upon delivery of the vessel.

As-Built drawings for the purpose of maintenance of the vessel will be supplied following delivery of the vessel. The set of drawings will be as follows:

- General Arrangement
- Schematic: Bilge and raw water system
- Schematic: Fuel system
- Electrical load chart
- DC electrical diagrams
- AC electrical diagrams
- Docking plan
- Survey equipment arrangement including A-frame dimensions.

## **C. CERTIFICATIONS**

Following completion of successful sea-trials and completion of any outstanding work the vessel shall be delivered to the Purchaser, ready for operation.

Builder shall furnish to the Purchaser the following certificates and/or documents:

- Stability Letter
- FCC Bridge-to-Bridge Radiotelephony Certificate
- FCC Communications ACT Safety Radiotelephony Certificate
- USCG Construction Oversight Letter
- Lifteraft (IBA) certificates

Following completion of successful sea-trials and completion of any outstanding work and after the USCG has issued the stability letter the vessel shall be operational and accepted by the Purchaser, ready for operation. Builder will construct the vessel having met all construction requirements for obtaining a USCG Certificate of Inspection. The USCG will typically issue a USCG Construction Oversight Letter. The vessel shall be subject to a final inspection, crew safety demonstrations and official acceptance and issuance of the Certificate of Inspection by the Purchaser's local OCMI.

## **D. TESTS AND SEA TRIALS**

On completion of the vessel, and prior to launching, the vessel shall be weighed on calibrated load cells, and the measurements recorded. Thereafter, a series of wharf tests and sea-trials shall be carried out at the Builder's yard to confirm that all systems are in proper working order, and that the vessel and its equipment perform in accordance with the contract.

A representative of the Purchaser may witness all equipment commissioning. A detailed test procedure will be developed and approved by all parties at least two (2) weeks before tests are to be commenced.

The Builder shall conduct the sea trials and shall provide all the necessary personnel, fuel, lubricating oils, fresh water, testing equipment and all other items required for the operation of the vessel on trials. The Builder shall be responsible for collecting all data on the trials.

The Builder shall be responsible to arrange for the attendance of representatives of the equipment suppliers/manufacturers at each of the trials where necessary. Suppliers of main engines, drive shafts, painting, electronic equipment, etc., must sign their approval of the installation and proper working order of the respective systems.

All underwater surfaces shall be in a clean state prior to commencement of sea trials.

The sea trials will include, but not be restricted to, a series of measurements listed below, which will be done throughout the engine speed range at intervals not exceeding 100 rpm. The sea trials will be done in sea state 1, or otherwise at the discretion of the Designer.

- Engine power output and average speed over ground (measured by GPS in opposite directions).
- Fuel consumption. The engine manufacturer's ECM supplied data will be used for calculating consumed fuel.
- Dynamic trim angle

## 5.4 PAYMENT SCHEDULE

This may be negotiated by the State and the awarded vendor and mutually agreed upon, if edits are desired by either party.

Percentage of Total Cost of Project to be Invoiced	Milestone
<u>10%</u>	Design Approval
<u>10%</u>	Receipt of Raw Materials
<u>15%</u>	Receipt of Long Lead Running Gear and Engines
<u>10%</u>	Completion of Hull and Weldout
<u>10%</u>	Completion of Upper Decks
<u>15%</u>	Completion of Outfitting and Interior Finishes
<u>10%</u>	Initial Inspection/Certification
<u>10%</u>	Delivery to CFCC
<u>10%</u>	Final Inspection

## 5.5 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

## 5.6 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

## 5.7 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.

## 5.8 WARRANTIES

Vendor warrants that all equipment furnished under this RFQ will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service subcontractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Vendor is authorized by the manufacturer to repair equipment offered during the warranty period? ☐ YES ☐ NO

Will the Vendor provide warranty service?

☐ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

**Contact information** for warranty service provider:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person (name): \_\_\_\_\_

Contact Person (phone number): \_\_\_\_\_

Contact Person (email): \_\_\_\_\_

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and those of this RFQ. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am ET to 5:00 pm ET, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: COST PROPOSAL of this RFQ, if applicable.

## 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.

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

### 6.2 POST AWARD PROJECT REVIEW MEETINGS

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

### 6.3 PERIODIC SITE VISITS FROM CFCC TO AWARDED VENDOR

Cape Fear Community College will make the following periodic site visits to the vendor's manufacturing location to physically inspect project progress prior to payment according to CFCC's intended payment schedule listed in Section 5.4. Vendor shall communicate to CFCC when the items below are complete and ready for inspection. CFCC will take full responsibility for all travel expenses incurred:

1. Upon confirmation that the keel and hull has been laid
2. Upon confirmation that outfitting and interior finishes are completed
3. Upon confirmation that vessel is prepared for initial inspection/certifications and Sea Trials
4. Upon confirmation that vessel is ready for delivery to CFCC
5. Final Inspection performed upon delivery to CFCC

### 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 STATUS REPORTS

At the request of the state, the Vendor shall be required to provide Project Management Reports to the Vice President of Economic Workforce and Development- John Downing ([jdowning@cfcc.edu](mailto:jdowning@cfcc.edu)) and the North Campus Provost-Shawn Dixon ([sdixon@cfcc.edu](mailto:sdixon@cfcc.edu)). This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. 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.

## 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 Administrator.

The State shall have the obligation to notify Vendor, in writing thirty (30) 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 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 (6) 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.

## 6.8 DISPUTE RESOLUTION

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

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

## 6.9 CONTRACT CHANGES

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



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## 7.0 ATTACHMENTS

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**\*\*IMPORTANT NOTICE\*\***  
**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

### ATTACHMENT A: COST PROPOSAL

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Complete and return a Cost Proposal associated with this RFP.

Item	Extended Cost
Design of Aluminum Catamaran Research Vessel	\$ _____
Construction of Aluminum Catamaran Research Vessel	\$ _____
Delivery of Aluminum Catamaran Research Vessel	\$ _____
Warranties/Maintenance Option	\$ _____
Additional/Miscellaneous Fees	\$ _____
Taxes	\$ _____

Total Extended Cost: \$ \_\_\_\_\_

Percentage of Total Cost of Project to be Invoiced Per Milestone	Cost to CFCC
<u>10% upon design approval</u>	\$ _____
<u>10% upon receipt of raw materials</u>	\$ _____
<u>15% upon receipt of the long lead running gear and engines</u>	\$ _____
<u>10% upon completion of hull and weldout</u>	\$ _____
<u>10% upon completion of upper decks</u>	\$ _____
<u>15% upon outfitting and interior finishes</u>	\$ _____
<u>10% after initial inspection/certification</u>	\$ _____
<u>10% upon delivery</u>	\$ _____
<u>10% upon final inspection</u>	\$ _____
<b><u>Total Project Cost</u></b>	\$ _____

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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://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

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

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

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**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/form-location-workers-09-2021/download>

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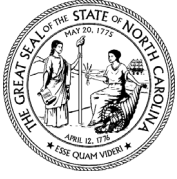
## **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

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



## **NORTH CAROLINA INSTRUCTIONS TO VENDORS**

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### **I. READ, REVIEW AND COMPLY**

It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

### **II. REQUEST FOR OFFERS**

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 bids at any time if such rejection is deemed to be in the best interest of the State.

By submitting Your Bid or Proposal, You are offering to enter into a contract with the State.

The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

### **III. DUTY TO INQUIRE**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

### **IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS**

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. **ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
3. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
4. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
5. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
6. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
7. **CONTRACT ADMINISTRATOR:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
8. **CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

9. **Electronic Vendor Portal (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE
10. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
11. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
12. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
13. **IFB:** Invitation for Bids (a type of Solicitation document)
14. **LOT:** A grouping of similar products within this Solicitation document.
15. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
16. **OFFEROR:** the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
17. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
18. **PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
19. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
20. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
21. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
22. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
23. **RFP:** Request for Proposals (a type of Solicitation document)
24. **RFPPQ:** Request for Pre-Qualifications (a type of Solicitation document)
25. **RFQ:** Request for Quotes (a type of Solicitation document)
26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
27. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
28. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
29. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
30. **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
31. **YOU and YOUR:** Offeror.

## **V. INTERPRETATION OF TERMS AND PHRASES**

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. 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 Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the State exercising its discretion to reject a bid in its entirety.

## **VI. BID SUBMISSION**

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
  - a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
  - b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
  - c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
  - d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
  - e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.
4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.
5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
6. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
  - a) Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.
  - b) For proposals 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 proposals 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 proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.
7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements

of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

8. **CONTENTS OF OFFER:**

- a) Offers should be complete and carefully worded and should convey all of the information requested.
- b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
- c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the State's discretion.

9. **MULTIPLE OFFERS:** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.

10. **CLARIFICATION:** The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

14. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers



are the Vendor's sole responsibility.

16. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
17. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
19. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - a) If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - b) Unless absolutely necessary, all bids and copies should minimize or eliminate use of non- recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - c) Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
20. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
22. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:
  - a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
  - b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

23. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here: [https://files.nc.gov/ncosc/documents/NCAS\\_forms/State\\_of\\_North\\_Carolina\\_Sub\\_W-9\\_01292019.pdf](https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf)
24. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.
25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.
26. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.
27. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
28. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.
29. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.
30. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the Division of Purchase and Contract or awarded by an agency when the award amount exceeds the agency's general delegation and the contract is not subject to a special delegation or exemption, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305.

When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award.

The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

**Note:** Contract award notices are sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP at <https://evp.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

31. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.
32. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check 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 the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.
33. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.
34. **MAXIMUM COMPETITION:** The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.
35. **FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.



## NORTH CAROLINA GENERAL TERMS & CONDITIONS

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### 1. PERFORMANCE:

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

### 2. DEFAULT AND TERMINATION:

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. *See*, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and

specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license

to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.

- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

### **3. INTERPRETATION, CONFLICT OF TERMS:**

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

- 4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. **SITUS AND GOVERNING LAWS:**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

*Wholly State Funded Contracts.*

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended

by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

*Contracts Partially or Wholly Federally Funded.*

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:
- e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- f) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- h) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- i) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- j) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may

direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

- k) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- l) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- m) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

a) Vendor warrants to the best of its knowledge that:

- 1. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and



2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
  - b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.
  - c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
    1. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
    2. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
  - d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.
- 12. ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.
- 13. ACCESS TO PERSONS AND RECORDS:**
- (a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
  - (b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
    1. The State Auditor.
    2. The internal auditors of the affected department, agency or institution.
    3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

(c) The Joint Legislative Commission on Governmental Operations has the authority to:

1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
4. Receive reports as required by law or as requested by the Commission.
5. Access and review
  - a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
  - b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

(d) The Joint Legislative Commission on Governmental Operations has the power to:

1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.

(e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.

(f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.

(g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.

(h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

#### **14. ASSIGNMENT OR DELEGATION OF DUTIES:**

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

**15. INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

- 1. Potential for damage to State property or property of a third party,
- 2. Potential for bodily injury to State employees or third parties,
- 3. Whether Vendor will transport State property, clients, or employees,
- 4. Use of a vehicle to accomplish the work or to travel to or from State locations,
- 5. Anticipated physical contacts of the Vendor with the State,
- 6. Anticipated number and activity of Vendor personnel within the State, and
- 7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

- a) **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.
- b) **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:
  - 1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
  - 2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**
    - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the

Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**3. For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:**

- i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

**16. GENERAL INDEMNITY:**

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.
- d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. *See, G.S. 22B-3, -10.*

**17. ELECTRONIC PROCUREMENT:** (G.S. 143-48.3)

**GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:**

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS PURCHASES**

- d) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) FOR THE AMOUNT OF ANY GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE).** *G.S. 66-58.12; See, NC E-Procurement Terms of Use.* This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.
- e) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered a material breach of Contract.

Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the account receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- 18. SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, *see*, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. *See*, e.g., G.S. 143B-1376.

21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. *See*, G.S. 14359.4.

22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

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

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

**28. FEDERAL FUNDS PROVISIONS:**

***Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract.*** Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

**Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.**

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
- d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- 1. **Overtime requirements.** No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

**e) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**f) Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonFederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

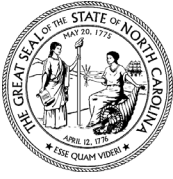
h) **Procurement of Recovered Materials.**

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - Meeting Contract performance requirements; or
  - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS**" included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled “**AMENDMENTS**,” except as approval and signature by any federal official may also be required.
- k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
- l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled “**ADVERTISING**,” the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.



## ATTACHMENT D: HUB Supplemental Vendor Information

Solicitation #: \_\_\_\_\_

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

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

### **PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity? ☐ **Yes** ☐ **No**

If **yes**, provide Vendor #: \_\_\_\_\_

If **no**, does Vendor qualify for certification as HUB? ☐ **Yes** ☐ **No**

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

### **PART II: PROCUREMENT OF GOODS - SUPPLIERS**

For *Goods* procurements, are you using Tier 2 suppliers? ☐ **Yes** ☐ **No**

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

### **PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS**

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ **Yes** ☐ **No**

If **yes**, then provide the following information:

<b>Company Name</b>	<b>Company Address</b>	<b>Website Address</b>	<b>Contact Name</b>	<b>Contact Email</b>	<b>Contact Phone</b>	<b>NC HUB certified?</b>	<b>Percent of total bid price</b>

#### **Need more information?**

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)



## ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

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Solicitation #: \_\_\_\_\_

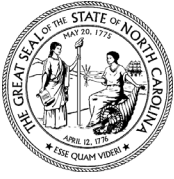
Vendor Name: \_\_\_\_\_

**Instructions:** Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	



## ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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Solicitation #: \_\_\_\_\_

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

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? ☐ YES ☐ NO

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

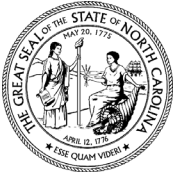
b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

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### NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.



## ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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Solicitation #: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.**

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Signature

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Date

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Printed Name

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Title

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