

# **STATE OF NORTH CAROLINA**

**Cape Fear Community College**

**Invitation for Bid #: 83-CFCC-2023-0625**

**Elevator Services**

**Date of Issue: September 15, 2023**

**Bid Opening Date: October 18, 2023**

**At 2:00 PM ET**

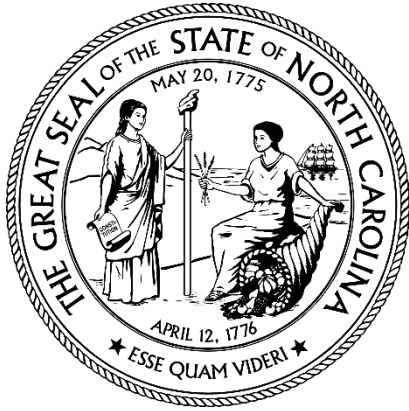
**Direct all inquiries concerning this IFB to:**

**Liz Mantooth**

**Director of Purchasing & Inventory**

**Email: [lmantooth@cfcc.edu](mailto:lmantooth@cfcc.edu)**

**Phone: 910-362-7067**



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**83-CFCC-2023-0625**

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

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

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

\_\_\_\_\_  
Vendor eVP#

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

## STATE OF NORTH CAROLINA Cape Fear Community College

|   |  |
|---|--|
| Refer <u>ALL</u> Inquiries regarding this IFB to:<br>Liz Mantooth<br>lmantooth@cfcc.edu | Invitation for Bid #: 83-CFCC-2023-0625<br>Bids will be publicly opened: <b>October 18, 2023</b> |
| Using Agency: Cape Fear Community College<br>Requisition No.: N/A                       | Commodity No. and Description: 721015<br>Building Maintenance & Repair Services                  |

### EXECUTION

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

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

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

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

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

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

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

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

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

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

|   |                   |                    |
|---|-------------------|--------------------|
| COMPLETE/FORMAL NAME OF VENDOR:   |                   |                    |
| STREET ADDRESS:   | P.O. BOX:         | ZIP:               |
| CITY & STATE & ZIP:   | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): |                   |                    |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:   |                   | FAX NUMBER:        |
| VENDOR'S AUTHORIZED SIGNATURE*:   | DATE:             | EMAIL:             |

Bid Number: 83-CFCC-2023-0625

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

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred ninety (90) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

(Authorized Representative of Cape Fear Community College)

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## 1.0 PURPOSE AND BACKGROUND

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CFCC is soliciting qualified vendors to provide elevator maintenance and repair services for Cape Fear Community College buildings located in Downtown Wilmington and Castle Hayne.

CFCC operates thirty-three machines in eleven buildings in Wilmington NC and Castle Hayne, NC, including hydraulic and traction elevators, wheelchair lifts, and a spiral orchestra pit lift, with an average age of 17 years. CFCC requires preventive maintenance to be performed per the manufacturer's requirements. The College also requires periodic fault correction, adjustments, cleaning and repairs within a set response time. Scheduling of inspections, including meeting inspectors, operating equipment for them, and correcting deficiencies is required.

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

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of **one (1) year**, beginning on the date of final Contract execution. At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to **two (2) additional one-year terms**. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

**ATTENTION: The E-Procurement fee 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 IFB TERMS AND CONDITIONS

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

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

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall**

have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

## 2.4 IFB SCHEDULE

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

| Event                          | Responsibility | Date and Time       |
|--------------------------------|----------------|---------------------|
| Issue IFB                      | CFCC           | 9/15/2023           |
| Urged and Cautioned Site Visit | CFCC           | 9/26/2023           |
| Submit Written Questions       | Vendor         | 10/2/2023           |
| Provide Response to Questions  | CFCC           | 10/6/2023           |
| Submit Bids                    | Vendor         | 10/18/2023 @ 2:00pm |
| Contract Award                 | CFCC           | TBD                 |

## 2.5 URGED AND CAUTIONED SITE VISIT

### Urged and Cautioned Site Visit

Date: Sept 26, 2023  
 Time: 10:00 AM Eastern Time  
 Location: Union Station Bldg- 1<sup>st</sup> Floor Elevators  
 502 N Front Street  
 Wilmington, NC 28401  
 Contact #: David Kanoy (910-362-7695)  
 Kal Marton (910-362-7740)

**Instructions:** Vendor representatives are **URGED and CAUTIONED** to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory site visit is scheduled for this IFB on **Tuesday 9/26/2023 @ 10:00am** at the 1<sup>st</sup> Floor Union Station Elevators- 502 N Front Street Wilmington, NC 28401.

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

## 2.6 BID QUESTIONS

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

Written questions shall be emailed to **lmantooth@cfcc.edu** by the date and time specified above. Vendors should enter "IFB # 83-CFCC-2023-0625: Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

| Reference                | Vendor Question      |
|--------------------------|----------------------|
| IFB Section, Page Number | Vendor question ...? |

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made



in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

## 2.7 BID SUBMITTAL

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

| Mailing address for delivery of bid<br>via US Postal Service   |
|--|
| BID NUMBER: 83-CFCC-2023-0625<br>Cape Fear Community College<br>Department of Purchasing and Inventory<br>Attn: Liz Mantooth<br>411 North Front Street<br>Wilmington, NC 28401 |

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

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

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

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

## 2.8 BID CONTENTS

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

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

- a) Cover Letter, which must include all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor's Response
- f) Completed version of ATTACHMENT A: COST PROPOSAL
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: **"Alternate Bid # 83-CFCC-2023-0625 for NAME OF VENDOR"**. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

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

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

All qualified bids will be evaluated and award or awards will be made based on the lowest responsible and responsive qualified bid(s) set out herein. **In determining the lowest responsible, responsive bidder, in addition to price, CFCC shall consider payment terms, warranties, safety, availability of parts, suitability of components offered, as well as capacity, past experience, reference checks, and reputation of the bidder.**

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

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

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

#### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and

the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

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

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

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

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

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

### **3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

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

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

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

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

requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

## **4.0 REQUIREMENTS**

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

### **4.1 PRICING**

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

### **4.2 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.***

### **4.3 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.

### **4.4 HUB PARTICIPATION**

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

### **4.5 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 may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

#### 4.6 BACKGROUND CHECKS

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

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

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

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

#### 4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

#### 4.8 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting

Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

#### 4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

### 5.0 SCOPE OF WORK

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Awarded vendor shall provide all labor, equipment, materials and abide by all federal, state, and local codes applicable for the maintenance and repairs of thirty-one (31) units; consisting of twenty-six (26) elevators, four (4) wheelchair lifts, and one (1) orchestra pit lift.

Awarded vendor must be able to respond within three (3) hours during regular working hours/days and non-regular hours/days response to emergencies within two (2) hours of notification. Response shall be defined as serviceperson be on the job site and prepared to work within the indicated timeframe after being notified by CFCC staff.

Awarded vendor shall be able to provide 24/7 monitoring access capabilities.

Services provided must meet or exceed ANSI A17.1 Safety Codes and Standards for elevators and escalators, and all State/Local elevator Codes.

Awarded vendor shall provide full preventive maintenance service solution to protect, extend equipment life, and provide high level of performance and reliability of elevators listed below:

#### 5.1 GENERAL

- a) PERFORMANCE/MAINTENANCE:** Awarded vendor will maintain listed units to include but not limited to: inspection, cleaning, lubrication, and adjustment of the following parts.

Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.

Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.

Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

Motors, brushes, brush holders, and bearings.

Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.

Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

- b) RELIABILITY/PARTS COVERAGE:** Awarded vendor shall repair or replace any of the parts specified above at their sole discretion, unless excluded in this document. Any parts under this contract requiring replacement will be replaced with OEM parts selected in agreement with vendor and CFCC.

Parts Inventory – Awarded vendor shall maintain required supply of frequently used replacement parts and lubricants selected in agreement with vendor and CFCC to meet the specific routine requirements of the equipment/units. Any replacement parts stored in the machine room remain property of vendor until installed in the equipment/units. Awarded vendor shall maintain a supply of routine replacement parts available for express delivery in case of emergencies.

Quality Control – Awarded vendor shall conduct field audits of CFCC personnel and the units to maintain quality standards. Vendor will provide field engineers for technical assistance, technical information, and Code consultation to support CFCC maintenance.

- c) RESPONSIVENESS/24-HOUR DISPATCHING:** Awarded vendor shall at CFCC request provide contact information to access vendor 24/7/365, year-round dispatching service. In the event a unit malfunctions during non-regular hours. Vendor shall contact CFCC point-of-contact for any emergencies for an assessment of the situation and authorization to respond. If vendor is unable to reach CFCC point-of-contact, vendor shall respond to the emergency call from the phone in the elevator. This visit will be treated as a Callback.
- d) COMMUNICATION/REPORTS:** Awarded vendor shall at CFCC's request, attend meetings to discuss any elevator related needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the units at no additional charge for consulting fees.

Vendor shall provide record completions reports annually for previous twelve (12) months of repair, completed maintenance procedures and service call history for all units.

- e) SAFETY AND ENVIRONMENT:** Awarded vendor shall examine safety devices and governor units at a minimum of once every year. This will include but not limited to: no load test, pressure relief valve test, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers, if required.

During the performance of maintenance services, all employees of the vendor shall display a company issued picture ID badge and the assigned technicians shall wear approved uniforms to be provided by the awarded vendor. Uniforms are to bear the vendor's emblem and the technician's name. Uniforms shall be maintained in clean and serviceable condition.

If the equipment has firefighters' service, CFCC assumes responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Vendor shall provide such testing and service on an Open Order basis. CFCC will be responsible for the costs associated with such testing and service.

Awarded vendor will instruct their personnel to use appropriate personal protection equipment (PPE) and follow safe work practices.

Environmental Protection – Vendor shall reduce generation of waste materials, to minimize risks to the environment, customers, the general public and vendor employees, and to comply with all federal and state environmental laws and



regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

Removal of Waste - CFCC assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc. Vendor's staff will be responsible for transporting wastes to CFCC provided receptacles on the campus where the work occurs.

Mainline Disconnects - CFCC agrees to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

Shared Responsibility - CFCC agree to provide awarded vendor unrestricted ready and safe access to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. CFCC agree to provide a safe work place for vendor personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, CFCC shall immediately notify vendor. Until the problem is corrected, CFCC shall remove the unit from service and take all necessary precautions to prevent access or use.

CFCC shall properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any units.

In accordance with OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site.

- f) WORK SCHEDULE NORMAL HOURS:** All maintenance procedures and repairs will be performed during regular working hours of regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations. Non-emergency repairs and maintenance procedures shall be performed during the business hours of CFCC whenever practical.

For purposes of this Contract, a Callback is a response by vendor to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through Remote Elevator monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 5:00 PM.

Regular working days: Monday – Friday excluding holidays. OVERTIME Callbacks outside of regular working hours will be billed at standard overtime rates.

- g) OWNERSHIP AND LICENSES WIRING DIAGRAMS:** CFCC shall provide to the awarded vendor the current wiring diagrams reflecting all previously made changes for units covered by this Contract to facilitate proper maintenance of the equipment. Vendor shall maintain the wiring diagrams so that they properly reflect any changes made to the equipment. These diagrams will remain the property of CFCC and returned to CFCC at end of contract term.

**SERVICE EQUIPMENT** - Any counters, meters, tools, remote monitoring devices, or communication devices which vendor may use or install under this Contract remain property of vendor. Such service equipment is not considered a part of the units. CFCC shall grant vendor the right to store or install such service equipment in CFCC building and to electrically connect it to the units. CFCC shall restrict access to the service equipment to authorized personnel. CFCC shall keep the software resident in the service equipment in confidence as a trade secret. CFCC will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, vendor will be given access to premises to remove the service equipment, including the resident software, at vendor expense.

**SOFTWARE** - Software owned by vendor may be embedded in parts or otherwise provided by vendor as part of this maintenance agreement. CFCC will have the right to use any software only for operation of the units for which the part was provided. CFCC may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. CFCC may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. CFCC will not transfer possession of the software except as part of a transfer of ownership of the units and the assumption of the rights and obligations under this agreement by the transferee.

**NON-VENDOR OWNED SOFTWARE-** CFCC shall retain your rights to any software not provided by vendor contained in the units and agree to allow vendor to make one backup or archival copy.

**SERVICE TOOLS** – CFCC shall be responsible to secure right to use any special service tools required to maintain any non-vendor equipment. These tools must be provided prior to vendor beginning maintenance on such equipment.

**THE UNITS** - Vendor shall not assume possession or control of the units, that such units remain CFCC solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## 5.2 TASKS/DELIVERABLES

Qualified vendor shall provide full service elevator maintenance, repairs, and preventative maintenance services to elevators listed below located downtown campus in Wilmington and North Campus in Castle Hayne.

| No. of Units | Type of Unit | Manufacturer          | Customer Designation   | Machine Number   | Year placed in Service                                       |
|--------------|--------------|-----------------------|--|--|--|
| 1            | Geared       | Independent           | U bldg Wheelchair Lift   | F52181   | 2013   |
| 4            | Geared       | Otis Elevator Company | S Bldg ELV 1 815-3782<br>S Bldg ELV 2 815-3795<br>S Building ELV 7375,<br>A bldg./GALE HOUSE ELV   | 519063,<br>519064,<br>C58468,<br>C58467  | 1995<br>1995<br>1977<br>1967                                 |
| 8            | Gearless     | Kone                  | Hanover Park Deck 1,<br>Hanover Park Deck 2,<br>Hanover Park Deck 3,<br>U Union Station ELV 1,<br>U Union Station ELV 2,<br>U Union Station ELV 3,<br>U Union Station ELV 4,<br>U Union Station service elevator | F40553,<br>F40554<br>F40555,<br>F52176<br>F52177,<br>F52178<br>F52179,<br>F52180 | 2012<br>2012<br>2012<br>2013<br>2013<br>2013<br>2013<br>2013 |
| 2            | Hydraulic    | ThyssenKrupp          | HHS Building 1, 2  | 26462,<br>26423  | 2009<br>2009   |
| 3            | Gearless     | Otis                  | WA Wilson Center ELV 2<br>WA Wilson Center ELV 1<br>WA Wilson Center ELV 4   | 616365,<br>616366,<br>616367   | 2015<br>2015<br>2015   |
| 10           | Hydraulic    | Otis Elevator Company | L Building ELV 1<br>N Chairlift #2<br>N Chairlift #1<br>N Building ELV 1<br>NA McKeithan ELV 1<br>NA McKeithan ELV 2   | 456175,<br>D20015,<br>D17972,<br>456176,<br>461410,<br>461411                    | 1995<br>1999<br>1999<br>1999<br>2002<br>2002                 |

|   |           |                       |  |  |                              |
|---|-----------|-----------------------|--|--|------------------------------|
|   |           | Kone                  | WA Wilson Center ELV 3<br>ND Cosmetology ELV<br>NB Engineering Bldg ELV 2<br>NB Engineering Bldg ELV 1 | 616368,<br>246921,<br>442393<br>442394 | 2015<br>2009<br>2005<br>2005 |
| 1 | Hydraulic | Schindler             | L Building ELV 2   | D58958                                 | 2001                         |
| 1 | Hydraulic | Swift (Mid-Manhattan) | Nutt Street Park Deck ELV  | F21588                                 | 2010                         |
| 1 | Other     | Gala Systems          | WA Wilson Center Orchestra Pit Lift  | F83711                                 | 2015                         |
| 1 | Hydraulic | Schindler             | NE Building Elevator 1   | **                                     | 2017                         |
| 1 | Hydraulic | National              | WA Wilson Center control rm. Wheelchair lift   | **                                     | 2015                         |

### 5.3 CERTIFICATION AND SAFETY LABELS

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

### 5.4 DEVIATIONS

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

## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

## 6.2 CONTINUOUS IMPROVEMENT

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

## 6.4 PERIODIC MONTHLY/YEARLY STATUS REPORTS

The Vendor shall be required to provide Management Reports to the Executive Director of Capital Projects & Facilities on a monthly/yearly basis. This report shall include, at a minimum, information concerning maintenance services performed including but not limited to: replacement of parts, repairs made, non-load, pressure relief valve testing, full speed test of safety mechanisms, and overspeed governors. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within thirty (30) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the Executive Director of Capital Projects & Facilities for approval.

## 6.5 ACCEPTANCE OF WORK

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

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

including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## 6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to 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 made through the contract administrator.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

| Item No. | No. of Units | Type of Unit | Manufacturer  | Customer Designation   | Monthly Cost |
|----------|--------------|--------------|---|--|--------------|
| 1        | 1            | Geared       | Independent   | U bldg Wheelchair Lift   | \$ _____     |
| 2        | 4            | Geared       | Otis Elevator Company   | S Bldg ELV 1 815-3782<br>S Bldg ELV 2 815-3795<br>S Building ELV 7375,<br>A bldg./GALE HOUSE ELV   | \$ _____     |
| 3        | 8            | Gearless     | Kone  | Hanover Park Deck 1,<br>Hanover Park Deck 2,<br>Hanover Park Deck 3,<br>U Union Station ELV 1,<br>U Union Station ELV 2,<br>U Union Station ELV 3,<br>U Union Station ELV 4,<br>U Union Station service elevator | \$ _____     |
| 4        | 2            | Hydraulic    | ThyssenKrupp  | HHS Building 1, 2  | \$ _____     |
| 5        | 3            | Gearless     | Otis  | WA Wilson Center ELV 2<br>WA Wilson Center ELV 1<br>WA Wilson Center ELV 4   | \$ _____     |
| 6        | 10           | Hydraulic    | Otis Elevator Company<br><br><br><br><br><br><br><br><br><br>Kone | L Building ELV 1<br>N Chairlift #2<br>N Chairlift #1<br>N Building ELV 1<br>NA McKeithan ELV 1<br><br><br>Item continued on next page  |              |

|   |   |           |                       |  |          |
|---|---|-----------|-----------------------|--|----------|
|   |   |           |                       | NA McKeithan ELV 2<br>WA Wilson Center ELV 3<br>ND Cosmetology ELV<br>NB Engineering Bldg ELV 2<br>NB Engineering Bldg ELV 1 | \$ _____ |
| 7   | 1 | Hydraulic | Schindler             | L Building ELV 2   | \$ _____ |
| 8   | 1 | Hydraulic | Swift (Mid-Manhattan) | Nutt Street Park Deck ELV  | \$ _____ |
| 9   | 1 | Other     | Gala Systems          | WA Wilson Center Orchestra Pit Lift  | \$ _____ |
| 10  | 1 | Hydraulic | Schindler             | NE Building Elevator 1   | \$ _____ |
| 11  | 1 | Hydraulic | National              | WA Wilson Center control rm.<br>Wheelchair lift  | \$ _____ |
| <p style="text-align: right;"><b>Total Annual Cost</b>                      \$ _____<br/><b>(Line Items 1-11)</b></p> |   |           |                       |  |          |

| Description                 | Billing Rates |
|-----------------------------|---------------|
| Regular Straight Time Hours | \$ _____      |
| Non-Regular Overtime Hours  | \$ _____      |

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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://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_11.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf)

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

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

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

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

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

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Workers\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf)

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

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

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