

STATE OF NORTH CAROLINA

Guilford Technical Community College

Invitation for Bid #: 99-JD24001

Elevator Maintenance

Date of Issue: October 1, 2024

Bid Opening: October 29, 2024

At 3:00PM ET

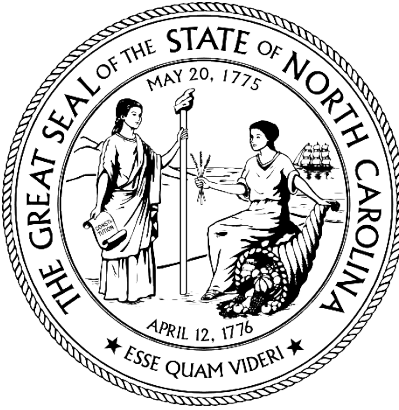
Direct all inquiries concerning this IFB to:

Jamie Doom

Senior Buyer

Email: jedoom@gtcc.edu

Phone: 336-334-4822 x 50311



STATE OF NORTH CAROLINA

Invitation for Bid

99-JD24001

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>

Electronic responses ONLY will be accepted for this solicitation.

Vendor: _____

**STATE OF NORTH CAROLINA
Guilford Technical Community College**

Refer <u>ALL</u> Inquiries regarding this IFB to: Jamie Doom, Senior Buyer	Invitation for Bid #: 99-JD24001 Proposals will be publicly opened: October 29, 2024, at 3:00PM ET
Contract Type: Open Market	Commodity No.: 721031
Requisition No.: PR12805404	Description: Conveyance systems installation and repair

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: 99-JD24001

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____,

as indicated on the attached certification, by _____.

(Authorized Representative of Guilford Technical Community College)

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1.0 PURPOSE AND BACKGROUND

Guilford Technical Community College (GTCC) is seeking proposals from qualified Vendors to provide maintenance services for the elevator systems across all campuses.

GTCC will establish an indefinite delivery, indefinite quantity (IDIQ) contract for these services, issued in the form of a blanket purchase order for the Contract Term.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the "Effective Date." The Vendor shall begin work under the Contract within five (5) business days of the Effective Date.

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: 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	State	October 1, 2024
Hold Pre-Bid Meeting/Site Visit	State	October 10, 2024
Submit Written Questions	Vendor	October 15, 2024
Provide Response to Questions	State	October 22, 2024
Submit Bids	Vendor	October 29, 2024, at 3:00PM ET
Contract Award	State	TBD

2.5 URGED AND CAUTIONED SITE VISIT

Urged and Cautioned Site Visit

Date: October 10, 2024
 Time: 9:00AM ET
 Location: 1003 Bonner Drive
 Room Number 1128
 Jamestown, NC 27282
 Contact #: 336-334-4822 x 50311

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

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

2.6 BID QUESTIONS

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

Written questions shall be emailed to mdperry2@gtcc.edu by the date and time specified above. Vendors should enter "IFB # 99-JD24001: 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.

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

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

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

2.8 BID CONTENTS

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

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

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response. Specifically, section 6.1 of this IFB.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed documentation as listed in ATTACHMENT I: SCOPE OF WORK.

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 # 99-JD24001". 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

3.1 METHOD OF AWARD

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See 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 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

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.

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

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

a)	<u>Employer's Liability</u>	Statutory Limits	
b)	<u>Commercial General Liability</u>	\$ 1,000,000.00	Combined Single Limit
c)	<u>Automobile</u>	\$ 1,000,000.00	Bodily injury and property damage
		\$ 1,000,000.00	Uninsured/under insured motorist
		\$ 1,000,000.00	Medical payment

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

This invitation For Bid (IFB) for the maintenance service contract for the elevator systems at all campuses of Guilford Technical Community College (GTCC).

A detailed Scope of Work document is contained in ATTACHMENT I: SCOPE OF WORK.

5.2 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.

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 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.

6.3 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 THREE (3) 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.

6.4 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.

6.5 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.

6.6 INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT

Guilford Technical Community College (GTCC) will establish an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for these services, issued in the form of a blanket purchase order. Any quantities listed in the IFB are estimates based on the GTCC's anticipated needs. GTCC shall not be obligated to purchase more than amount represented by the estimated quantities contained herein or any other quantities.

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7.0 ATTACHMENTS

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB, which can be found below:

The Contractor's hourly labor rate per hour for services not covered under this contract are:

Hourly Rate: \$ _____ per hour (one (1) mechanic)
 Hourly Rate: \$ _____ per hour (mechanic & worker)
 Overtime working hours: \$ _____ per hour (one (1) mechanic)
 Overtime working hours: \$ _____ per hour (mechanic & worker)
 Weekends and Holidays: \$ _____ per hour (one (1) mechanic)
 Weekends and Holidays: \$ _____ per hour (mechanic & worker)

Elevator Description	Location	5 Year Load Testing	Price Year 1	Price Year 2	Price Year 3
Jamestown Campus					
Dover Oildraulic Passenger	Gerrald Hall		\$		
Otis Hydraulic Freight	Medlin Campus Ctr West		\$		
Otis Hydraulic Passenger	Learning Resources Center		\$		
Thyssen Krupp Passenger (2 ea.)	Medlin Campus Ctr - Mid	\$	\$		
Southern Hydraulic Passenger	Williams Hall		\$		
Southern Hydraulic Passenger	Service Careers		\$		
Dover Oildraulic Passenger	Business Hall		\$		
TK Vertical Express Passenger	Davis Hall		\$		
Dover Oildraulic Passenger	Dental Science		\$		
Dover Oildraulic Passenger	Science Hall		\$		
US Hydraulic Passenger	Applied Technology		\$		
Dover Hydraulic Passenger	Public Safety		\$		
Dover Hydraulic Passenger	Hospitality Management		\$		
Matot Dumbwaiter	Hospitality Management		\$		
Thyssen Krupp Passenger	Hassell Health Tech		\$		
Thyssen Krupp Passenger (2 ea.)	Parking Deck	\$	\$		
High Point Campus					
Tac2 elevators (2 ea.)	Entertainment Tech (H4)		\$		
Kone Passenger	Classroom Bldg (H5)	\$	\$		
Otis Hydraulic Passenger	BlackBox Theatre addition (H2)		\$		
Greensboro Campus					
Thyssen Krupp Passenger	Continuing Education Ctr		\$		
Otis Hydraulic Passenger	Adult Education Ctr		\$		
Thyssen Krupp Passenger	Technical Education Ctr		\$		
Thyssen Krupp Passenger	Greensboro Campus Ctr		\$		
Cameron Campus					
Kone Traction Passenger (2 ea.)	Business & Industry Building		\$		
Aviation Centers					
Otis Traction Passenger	Aviation III Building		\$		
Total Price:		\$	\$	\$	\$

See Scope of Work section for inspection and load testing dates. Do not include Sales Tax in pricing.

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

<https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

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

Vendors are expected to print all attachments that are hyperlinked above, complete as necessary, and submit all attachments with all preceding pages of this IFB.

ATTACHMENT I: SCOPE OF WORK

Firm Bid: Prices and any other entry made herein by the bidder shall be considered firm and not subject to change or withdrawal.

Service: Two-hour maximum response time is desired on service during normal working hours (8:00 AM to 5:00 PM Monday – Friday ET). Vendors must state response time, telephone information and location from which service will be provided below.

Maximum response time after receipt of service call: _____

Bidder has toll-free number for service calls: (Yes/No): _____

If yes, state toll-free (800) number: _____

Telephone number for regular business hours: _____

Telephone number for after-hours emergency: _____

Address of service facility: _____

General: This Invitation For Bid (IFB) is for the maintenance service contract for the elevator systems at all campuses of Guilford Technical Community College. The contract period shall be one (1) year, with two (2) additional one (1) year terms, beginning on 'Date of Award,' unless otherwise terminated as provided herein.

Any terms and conditions that a bidder attaches to this bid or final document that take exception to or are in conflict with the terms and conditions contained herein and attached will be grounds for rejections of that bid.

After successful receipt and approval of bid, the invoiced amount will be payable **monthly** after 'Date of Award'. However, GTCC may, at its sole discretion, elect to make payment for yearly amount due.

SCOPE: This solicitation includes the following equipment:

Table 1: Units Type/Location

Elevator Description	Date of 1 st Inspection	1 Yr. DOL Inspection	Last 5 Yr. Load Test	Next 5 Yr. Load Test	Elevator Location
Jamestown Campus					
Dover Oilraulic Passenger	12/30/70	02/05/24	N/A	N/A	Gerrald Hall
Otis Hydraulic Freight	02/12/75	03/05/24	N/A	N/A	Medlin Campus Ctr West
Otis Hydraulic Passenger	12/02/74	09/28/23	N/A	N/A	Learning Resources Center
Thyssen Krupp Passenger	08/13/21	03/08/24	09/13/21	09/13/26	Medlin Campus Ctr - Mid
Southern Hydraulic Passenger	08/26/76	01/09/24	N/A	N/A	Williams Hall
Southern Hydraulic Passenger	01/08/79	02/08/24	N/A	N/A	Service Careers
Dover Oilraulic Passenger	01/17/83	06/24/24	N/A	N/A	Business Hall
TK Vertical Express Passenger	08/01/21	01/02/24	N/A	N/A	Davis Hall
Dover Oilraulic Passenger	01/16/86	06/19/24	N/A	N/A	Dental Science
Dover Oilraulic Passenger	01/14/94	02/07/24	N/A	N/A	Science Hall
Thyssen Krupp Passenger	09/13/21	03/08/24	09/13/21	09/13/26	Medlin Campus Ctr - Mid
US Hydraulic Passenger	03/21/96	02/20/24	N/A	N/A	Applied Technology
Dover Hydraulic Passenger	06/01/98	01/04/24	N/A	N/A	Public Safety
Dover Hydraulic Passenger	06/22/99	02/08/24	N/A	N/A	Hospitality Management
Matot Dumbwaiter	06/22/99	02/08/24	N/A	N/A	Hospitality Management

Thyssen Krupp Passenger	03/27/09	02/27/24	N/A	N/A	Hassell Health Tech
Thyssen Krupp Passenger	02/23/11	07/02/24	02/16/22	02/16/27	Parking Deck NW
Thyssen Krupp Passenger	02/23/11	06/20/24	02/16/22	02/16/27	Parking Deck NE
High Point Campus					
Tac2 elevators	10/22/03	02/22/24	N/A	N/A	Entertainment Tech (H4) #1
Tac2 elevators	10/22/03	02/28/24	N/A	N/A	Entertainment Tech (H4) #2
Kone Passenger	06/29/10	03/04/24	03/01/21	03/01/26	Classroom Bldg (H5)
Otis Hydraulic Passenger	08/04/14	03/04/24	N/A	N/A	BlackBox Theatre addition (H2)
Greensboro Campus					
Thyssen Krupp Passenger	10/07/04	08/07/23	N/A	N/A	Continuing Education Ctr
Otis Hydraulic Passenger	10/11/04	09/05/24	N/A	N/A	Adult Education Ctr
Thyssen Krupp Passenger	07/22/05	09/05/23	N/A	N/A	Technical Education Ctr
Thyssen Krupp Passenger	03/17/09	08/07/23	N/A	N/A	Greensboro Campus Ctr
Cameron Campus					
Kone Traction Passenger	06/10/14	02/05/24	07/10/24	07/10/29	Business & Industry Building
Kone Traction Passenger	06/10/14	02/02/24	07/10/24	07/10/29	Business & Industry Building
Aviation Centers					
Otis Traction Passenger	07/02/14	10/17/23	07/15/24	07/15/29	Aviation III Building

SPECIFICATIONS FOR ELEVATOR MAINTENANCE SPECIAL TERMS AND CONDITIONS

1. **Scope:** The Maintenance Agreement as herein specified will consist of an all-inclusive service including, but not limited to, elevator inspections, examinations, lubrication, testing, cleaning, adjusting, and all major and minor repairs of equipment, with parts and materials included.

All elevators under this contract shall be maintained in first class operating condition and must comply with all requirements of the current American Standard Safety Code for Elevators, ANSIA17.1, and ANSI Inspection Manual, ANSI-A17.2 and all other applicable laws, regulations, ordinances, codes, etc. The American National Standards Institute (ANSI) Code shall be used as a guide to establish that the elevators are operating safely.

Each elevator was installed according to the current code requirements that were applicable in North Carolina at the time of installation. Any code requirement subsequent to the installation will not apply.

The awarded contractor is responsible for maintaining the cleanliness of the elevator pits as well as emptying the “pit cans” that collect fluid leakage from the piston seals.

2. **Qualification of Bidders:** The importance of maintaining the elevator equipment for the State of North Carolina in line with its original design performance and in safe operating condition requires the service to be performed by an experienced and competent elevator contractor who has satisfactorily maintained elevators of this type and to the degree included in these specifications.

Bidder shall therefore furnish with the bid:

- A. A statement that s/he is regularly engaged in the business of installing, and/or servicing elevators of the type and character of equipment covered by these specifications.
- B. A complete description and location of the nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by these specifications and including the following items:
 - (1) A list to include names of personnel directly employed by the bidder, whose responsibility it is to perform maintenance, giving the length of time each has been employed by the bidder and the amount of experience, type, and manufacturer as covered by these specifications.

- (2) A description of service and warehousing facilities. Bidder shall note the maximum lead time for replacement parts not included in stocked inventory.

Contractor agrees to allow the inspection of these facilities by State personnel.

- (3) A list of elevator installations, service contracts, and cancellations during the last two (2) years within the State of North Carolina by the bidder.
- (4) A description of any other factors concerning the bidder's maintenance program, personnel and service facilities that will substantiate his ability to properly maintain the elevators in a safe, dependable manner.

C. The State of North Carolina and Guilford Technical Community College reserve the right to request a copy of the current annual report or certified financial statement prepared by a Certified Public Accountant indicating financial capability to provide the elevator maintenance specified. This information will be kept confidential.

D. All personnel employed by the contractor in this work shall be duly trained and competent to perform said work.

3. Permits, Technical Data, Wiring Diagrams: Contractor shall provide to the State of North Carolina by way of Guilford Technical Community College at the end of the contract a set of reproducible wiring diagrams and/or mechanical drawings documenting all changes, modifications, etc. which took place during the term of the contract.

4. Indemnification Agreement: The Contractor shall indemnify the Owner against any and all liability, claims and costs of whatsoever kind and nature of injury to or death of any persons for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of the Contractor or any employee, agent or representative of the Contractor and too, the Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the Owner from loss on account thereof. All issues of indemnification will be governed by the North Carolina Torts Claim Act.

5. Site Inspection: Inspection of equipment is a prerequisite to offering a proposal. Arrangements for inspection will be made available.

6. Tests and Inspections: The life safety and handicapped student support importance of the elevators covered by this agreement and specifications, demand that they be maintained in satisfactory and safe operating condition at all times in accordance with the requirements of these specifications and to be kept capable of providing their design performance, capacity, and speed. The Owner reserves the right to make such tests or cause to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled.

7. Terms of Contract:

A. Bidder shall bid all elevators as this equipment as is in present condition. No extras to proposed bids will be considered.

B. GTCC will pay the contractor each month one-twelfth (1/12) of the annual bid price adjusted to include additions or deletions of service. If prepayment terms are offered by Bidder, at GTCC's sole discretion, GTCC may make one (1) lump sum annual payment.

C. No change in price by the contractor will be allowed during the contract period except for additions/deletions to the list of elevators in the original scope of work defined in this RFP.

- D. It is understood and agreed that the payment of compensation in this contract and its continuation is dependent upon and subject to allocation of appropriation of funds for the purpose set forth in this contract.
- E. A Certificate of Insurance shall be provided with the bid. In addition, a copy of a renewal Certificate shall also be provided prior to expiration date of the insurance coverage.

- 8. Accounting: Contractor will break down lump sum contract into pro rata individual cost per elevator per month and per year for accounting purposes.
- 9. Addition or Deletion from Units to be Maintained: The elevators to be serviced and maintained under this Agreement are specified on the Bid Form with the individual contract price therefore also designated. Any unit added or deleted by the Owner from said bid form will result in an equitable adjustment to the contract price agreed to in writing by GTCC and the contractor.
- 10. Schedule: The Contractor shall furnish GTCC a written schedule of when major service resulting in downtime will be performed at least thirty (30) days prior to the service. Scheduling of downtime for this service shall be coordinated with and approved in advance of work by an authorized representative of GTCC.
- 11. Emergency Call Back Service: The Contractor shall provide 24/7 day emergency call back service to requests by an authorized representative of GTCC at no additional cost which consists of responding (responding means being on the jobsite) within a two (2) hour period to restore an elevator to service in a case where a shutdown or emergency develops between routine maintenance.

Overtime emergency call back service is included in this contract at no additional cost to GTCC.

Under no circumstances will any travel time, mileage, or expenses be paid by GTCC under this contract.

In the event an elevator is out of service - and there is only one elevator in the building - contractor must make special effort to expedite delivery of any required parts not stocked by contractor, and to expedite scheduling of repairs 24/7. If failure is determined to be due to a reason not covered under the maintenance contract cost of repairs shall be covered under provisions of Section 7 Additional Provisions on page 23.

- 12. Plant Engineering Check: Each time an elevator is serviced, whether emergency or regular, a report on an approved form shall be submitted to GTCC within forty-eight (48) hours after servicing. This report shall cover all work done at the time of servicing, including a list of parts repaired or replaced listed by name and part number. Any repairs not covered by the scope of this service contract shall be approved in advance by the Director of Physical Plant or other designated authorized personnel.
- 13. Failure to Perform: Contractor shall guarantee all work, parts, and materials required during the contract period. Should GTCC determine that during the contract period, or within thirty (30) days after termination, that any required work has been performed improperly or not performed at all, the Contractor shall, after receipt of written notification from GTCC, correct said defects within fourteen (14) calendar days.
- 14. All requirements written during the contract period by the North Carolina Department of Labor Elevator Division that are the responsibility of the elevator contractor, shall be completed on or before the abatement date of the report, or expiration of the contract period, whichever is less.
- 15. Cancellation: The contract shall be subject to cancellation by GTCC in the event of unsatisfactory performance or any other default by the Contractor. Such cancellation shall be effective upon at least thirty (30) days prior written notice to the Contractor.

The ninety (90) day guarantee period shall extend for ninety (90) days beyond the effective date of contract cancellation. Any prepayment for services shall be immediately reimbursed by the contractor to GTCC on a pro-rata basis.

MAINTENANCE SPECIFICATIONS

1. Required Maintenance Service:

- A. Contractor shall perform a complete inspection and provide a written report of any defects noted within 30 days of being awarded the contract. The report shall specify any service or repairs required due to current contractor's failure to perform as required by Special Terms and Conditions paragraph 13 above "Failure to Perform".
- B. Contractor under this contract will maintain the entire elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. Contractor will use trained personnel directly employed and supervised by its company. Subcontractors or temporary employees are not acceptable for performing contract services. These persons will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in proper and safe operating condition.
- C. Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair, or replace: MACHINE, MOTOR GENERATOR AND CONTROLLER PARTS, including but not limited to Worms, Gears, Thrusts, Bearings, Commentators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frame, Hydraulic Valves, and other parts.

These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repair parts, repair part numbers and source of manufacturer to GTCC as repairs are completed.

- D. Contractor will keep the guide rails properly lubricated, secured and aligned at all times except where roller guides are used, and when necessary, renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
- E. Contractor will periodically examine all safety devices and governors and equalize the tension on all hoisting ropes. All safety tests required by the ANSI-A17.1 and the State of North Carolina shall be performed when due and in the presence of a State Official or representative.
- F. Contractor will renew all wire ropes as often as necessary to maintain an adequate factor of safety and repair and/or replace conductor cables.
- G. All lubricants used by the Contractor will be equal to or better than the quality specified by the manufacturer of the equipment.
- H. Contractor will also examine, lubricate, adjust, repair and/or replace the following equipment:
 - (1) Interlocks
 - (2) Car and Hatch Door Operators
 - (3) Car and Hatch Door Hangers
 - (4) Door Closures
 - (5) Signal System and Emergency Power Pack
 - (6) Call phones or station buttons and lights
 - (7) Interior panels, lighting grills and other décor that is part of original unit
- I. The following items of elevator equipment are not included in this contract:
 - (1) Underground and/or buried piping and jack casing.
 - (2) Smoke and fire sensors with related control equipment not specifically part of the elevator controls.

- (3) Refinishing, repairing or replacement of car enclosure, car doors, hoist way door panels, frames and sills, main line power switches, breakers, and feeders to controllers.
- (4) Interior lighting lamps and ballasts that are not part of emergency lighting or signaling system

2. Number of Man Hours Labor to be Furnished: The successful bidder will be required to provide the necessary hours of labor per month for routine cleaning, inspection, and adjusting service. In addition, the successful bidder shall provide the necessary man hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc., to ensure that the equipment is in good operating condition at all times.
3. Schedule of Maintenance Operations: The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum of operations to be provided. The successful bidder must understand and agree that additional service may be required in order to comply with proper unit operation requirements.

GTCC will be performing required monthly elevator fire service testing in-house and does not require these services to be provided by the Vendor. Successful bidder to include testing training to GTCC staff.

This service is to be performed at least once per quarter or more often as required according to the elevator industry standard maintenance requirements to maintain the equipment at proper performance levels. The minimum required inspection and maintenance services include:

- (1) Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make necessary corrections.
- (2) Inspect and wipe clean all motors, machines, and generators.
- (3) Inspect controllers, selectors, selector drives and governors.
- (4) Clean and adjust all controller and selector contacts. Renew or reset brushes if necessary.
- (5) Wipe clean all motor, generator and exciter commutators, clean and check brushes, and brush holders. Renew or reset brushes if necessary.
- (6) Clean and lubricate direction and accelerating switches.
- (7) Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
- (8) Clean hoist way pits and inspect equipment in them.
- (9) Inspect working parts of all governors for free operation.
- (10) Inspect all door operating equipment including motor brushes, commentator, belts or chains, contracts, drive vanes and blocks. Clean, lubricate, adjust, or replace as necessary.
- (11) Check retiring cam operation and make necessary adjustments or corrections.
- (12) Examine all wire ropes and fastenings, check, and adjust rope tension.
- (13) Examine traveling cables for wear and position.
- (14) Examine counterweight and compensatory ropes. Check and adjust compensator switch. Clean compensator.
- (15) Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust, or repair as necessary.
- (16) Lubricate selector drive screws and guides and clean contacts if necessary.
- (17) Clean and lubricate automatic slow down and stopping switches on top of cars.
- (18) Clean car position indicators, adjust if necessary.
- (19) Inspect, clean, and lubricate car guides (unless roller guides are used).
- (20) Check car fan motors for proper operation.
- (21) Inspect drive and secondary sheaves, clean if required.
- (22) Check bearings for proper operation and wear.
- (23) Examine machine gear teeth for cutting or noise.
- (24) While riding on top of cars, physically check condition and operation of door locking equipment.
- (25) Perform electrical test of door interlock circuits.
- (26) Examine door locks and door closer equipment. Clean door channels.
- (27) Examine car and counterweight guide shoe and fastenings.
- (28) Renew gibs or rollers when necessary. Lubricate sliding guide shoes.

- (29) Remove car station cover, blow out, clean, or lubricate switches and buttons.
- (30) Examine, clean with proper solution, and repair as necessary commentator, brushes and brush holders of all small control motors and regulators.
- (31) Thoroughly examine and clean starter and control panels.
- (32) Check, clean and adjust operation of slow-down and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.
- (33) Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
- (34) Blow out and vacuum controller motors and M.G. Sets.
- (35) Check machine gear oil, seal any oil leaks, examine gear teeth, and refill with fresh oil as necessary.
- (36) Check and clean machine brake. Disassemble and replace worn components, reassemble, and readjust as necessary.
- (37) Clean and lubricate hatch door hanger tracks and door arms.
- (38) Examine car and counterweight wire hoist ropes and governor ropes for wear and condition. Re-rope if necessary.
- (39) Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check bracket bolts for tightness.
- (40) * Perform annual no load safety test.
- (41) * Perform ANSI-A17.1 five year safety test (contract speed, full load) and any other tests required within the period of the contract by project specifications.
- (42) All parts subject to rust shall be painted as required to maintain a presentable appearance.
- (43) Check quarterly to ensure the car lights and alarm system operate when on emergency power (emergency power battery pack) as per ANSI-A17.1, Rule 211.
- (44) Emergency Fireman's Service, Phase I and II operations shall be tested and inspected in accordance with ANSI-A17.1. Smoke detector system shall be checked by others.

****Items 40 and 41 will not be required quarterly, but as stated.***

4. Performance Requirements: It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in accordance with the original design. Should a designated authority find through his own investigation or that of his representative that these standards are not being maintained; the Contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of GTCC.

The following are performance levels are a part of the original design and shall be maintained at all times:

- A. Design speed of all elevators and dumbwaiters shall be maintained as originally installed.
- B. Leveling accuracy of all elevators shall be maintained at all times.
- C. Opening and closing times of all hoist way and car doors shall be maintained within limits of ANSI A17.1 yet assuring minimum standing time at each floor.
- D. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times during normal working operations.
- E. Variable car and hall door hold open times shall be maintained in accordance with original design. Deviations from this will not be permitted.
- F. Elevators operating under Group Supervisory Systems shall operate at all times in accordance with design specifications as originally installed. The Contractor shall be required to periodically test these systems and submit to GTCC test data indicating performance levels of systems and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.

5. **Emergency fire service operation shall be tested monthly by GTCC to be sure it is functioning properly as required by ANSI A17.1 and the North Carolina Building Code.**

6. Obsolescence of Elevator Parts:

- A. Definition of Obsolescence: Elevator parts, components, or systems shall be considered obsolete when they can no longer be economically produced or procured due to one or more of the following conditions:
 - (1) The consistent availability of necessary materials has ceased, making production or repair unfeasible.

- (2) The manufacturing process has been lost, terminated, or fundamentally altered, rendering the component unavailable.
- (3) The original equipment manufacturer (OEM) has formally designated the part as obsolete and no longer supports its production, repair, or replacement.
- (4) A thorough analysis of product reliability indicates that continued production, maintenance, or repair is not economically viable or would compromise safety and performance standards.
- (5) Component costs have escalated beyond industry standards, necessitating the upgrade or replacement of existing equipment with newer alternatives.
- (6) Compliance with updated safety regulations, building codes, or industry standards requires the discontinuation or replacement of the component.
- (7) The component has been in use for twenty (20) or more years, and no direct replacement is available from the OEM or other industry suppliers.

- B. Exclusions: Parts that require rebuilding or repair by third-party entities, particularly those not authorized or certified by the OEM, are excluded from this definition. Repairs or modifications performed by non-OEM parties may introduce safety, reliability, and compliance risks, and therefore, such parts shall not be covered under this clause. Parts or materials that are no longer available from industry suppliers or the OEM. Components that must be replaced to comply with updated safety regulations, building codes, or industry standards.
- C. Action upon Obsolescence: In the event that a critical elevator part becomes obsolete, the responsible party shall promptly notify the property owner or manager. The notification should include an assessment of the obsolescence, potential risks, and recommended alternatives or upgrades. Replacement or upgrade options should comply with current safety standards and industry best practices.
- D. Responsibility: The responsibility for identifying obsolescence, sourcing alternative solutions, and implementing necessary upgrades shall rest with the designated service provider or elevator maintenance contractor. This responsibility includes ensuring that all replacements or upgrades meet the required safety standards and are performed in accordance with industry regulations and codes.

7. Additional Provisions:

- A. Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidental to the operation of the machinery.

- B. Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery apparatus or car, by persons other than Contractor or his employees.

If renewals or repairs are required under these conditions, the contractor will provide a "Not to Exceed" quote in writing to complete the renewal or repair and will obtain approval from the Director of Physical plant, or other authorized GTCC representative before any repairs are made.

If disagreement arises between the Contractor and GTCC officials or designee, the Department of Labor Elevator Division shall be contacted, and they will be the determining authority as to the disagreement between the two parties.

Default: GTCC may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform as required herein or if the Contractor does not cure such failure within a period of fourteen (14) days after receipt of notice from the designated authority specifying each failure.

In the event GTCC terminates this contract in whole or part as provided herein, GTCC may procure, in such manner as seems appropriate, supplies or services similar to those so terminated and the Contractor shall be liable for any excess cost for such similar supplies or services. However, Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.