

STATE OF NORTH CAROLINA

NORTH CAROLINA CENTRAL UNIVERSITY

Invitation for Bid #: 61-IFB25006

ELEVATOR SERVICES

Date of Issue: November 6, 2024

Bid Opening Date: November 22, 2024

At 2:00 PM EST Local Time

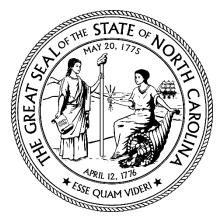
Direct all inquiries concerning this IFB to:

Bernell Bright

Purchasing Manager

Email: bbright3-t@nccu.edu

Phone: 919 530-6877



STATE OF NORTH CAROLINA

Invitation for Bid

61-IFB25006

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

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

STATE OF NORTH CAROLINA NORTH CAROLINA CENTRAL UNIVERSITY

Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bid #: 61-IFB25006
Bernell Bright	Bids will be publicly opened:
Phone: 919 530-6877	November 22, 2024, at 2:00 PM EST Local Time
Email: bbright3-t@nccu.edu	North Carolina Central University
	Shepard Administration Bldg., RM 103
	Durham, NC 27707
Using Agency: North Carolina Central University	Commodity No. and Description: 910-31 Elevator Installation,
Requisition No.: TBA	Maintenance 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):	

Bid Number: 61-IFB25006	Vendor:	·····
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least 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)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

1.0 PURPOSE AND BACKGROUND

North Carolina Central University (NCCU) is seeking to contract with qualified vendor/vendors to provide elevator inspection, preventative maintenance, and repairs services for sixty-four (64) passenger/freight elevators located across the campus. Each elevator, escalator, dumbwaiter, and lift were installed according to the current Code requirements that were applicable in North Carolina at the time of installation. Additions to the ANSI A17.1, relating to new elevator installations, will not be retroactive for existing equipment. If any elevators are modified and brought up to current code, then these elevators must be maintained in accordance with all requirements of the current American Standard Safety Code for Elevators, ANSI-A17.1, and ANSI Inspection Manual, ANSI-A17.2 and all other applicable laws, regulations, ordinances, codes, etc.

This Invitation for Bid (IFB) is being issued to obtain a contract to provide full maintenance services monthly and quarterly with 24/7 callback for elevators, escalators, dumbwaiters, and lifts for the North Carolina Central University (see attachment A "Pricing list"). The contract as herein specified shall consist of an all-inclusive service to the elevators, escalators, dumbwaiters, and lifts being maintained under this contract.

IFB price shall constitute the total labor and material cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING and include it in IFB.

All costs quoted shall include all labor and material costs including time and travel costs to and from the campus of North Carolina Central University Campus, and any other expected incurred expense to complete standard inspections, preventative maintenance, and repairs because of "normal wear and tear". All costs shall be fixed for the term of the contract, including the two (2) optional one (1) year renewal periods. The Vendor shall submit a quote for total labor and material cost for any individual replacement part to the Contact Administrator for review and approval prior to ordering any part or starting any work. The State shall pay the Vendor for any such approved additional costs under a separate purchase order.

The University/State reserves the right to award-to multiple vendors and/or separate awards to different vendors for one or moreline items.

The intent of this solicitation is to award an Agency Contract. IFBs shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

1.1 CONTRACT TERM

The Contract shall have an initial term of **one (1) year**, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract within ten (10) business days of the Effective Date or sooner.

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 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: Attention: This is **NOT** an E-Procurement solicitation. The paragraph entitled ELECTRONIC PROCUREMENT OF the North Carolina General Contract Terms and Conditions does not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

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

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	November 6, 2024
Submit Written Questions	Vendor	November 11, 2024, by 12:00 PM EST
Provide Response to Questions	State	November 14, 2024
Submit Bids	Vendor	November 22, 2024, by 2:00 EST
Contract Award	State	TBD

The State reserves the right to revise the schedule in its sole discretion

2.5 RESERVED

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 <u>bbright3-t@nccu.edu</u> by the date and time specified above. Vendors should enter "IFB # 61-IFB24006: 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)*, <u>https://evp.nc.gov</u>, 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: <u>This is an absolute requirement.</u> Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. A vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. <u>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</u>. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

By Mail

Mailing address for delivery of bid	
via US Postal Service	
Office Address of delivery by any other method (special delivery, overnight, or any other carrier).	
BID NUMBER: 61-IFB25006	
North Carolina Central University	
ATT: Bernell Bright – Purchasing Manager	
1801 Fayetteville St Shepard Bldg. Rm 208	
Durham, N 27707	

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

- a) Submit a **signed, original executed** bid response, one (1) copy of the original complete bid and an electronic version on a USB flash drive in searchable Adobe Acrobat PDF format. Include un-redacted copy and, if required, a redated (Proprietary and Confidential Information Excluded) copy on flash drive of your bid simultaneously to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) Copies of bid files must be provided on separate read-only CD's, DVD's or flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.
- d) If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having

received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

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

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

2.8 BID CONTENTS

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

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

- a) 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) Completed version of ATTACHMENT A: PRICING
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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 multiple 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.

Ver: 11/2023

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 <u>contract performance outside of</u> <u>the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

If awarded the Contractors should provide a letter from a bonding company stating that they are bondable (this will be used to indicate that they are financially stable and provide some proof of past performance). (Contractor may show where they have worked under a bond within the past three years in lieu of letter from bonding company)

Must be able to maintain two-way emergency video in one elevator

The Service Contractor should staff each job in accordance with the size and time demands placed on the job.

The Foreman is required to be on the job site fifty percent (50%) of the duration of each job.

4.1 PRICING

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

The 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 subcontractors(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.

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 SPECIFICATIONS AND SCOPE OF WORK

The 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, ANSI-A 17.1, and ANSI Inspection Manual, ANSI-A 17.2 and all other recent application laws, regulations, ordinances, codes, etc., and the American NationalStandards Institute (ANSI) Code shall be used as a guide to establish that the elevators are operating safely. The Vendor shall provide a full maintenance program in accordance with ANSI standards.

The elevators were installed according to the current Code requirements that were applicable in North Carolina at the time of installation. Any Code requirements subsequent to the installation will not apply.

Additions and Deletion from Units to be maintained:

The elevators to be serviced and maintained under this contract are specified on the Pricing Form (Attachment C) with the individual contract price therefore also designated. Any unit added or deleted by the State from the said IFB form will result in an equitable adjustment to the contract price. If added, the price will be negotiated by the parties. If a unit is deleted, the price as then in effect on said individual unit will be prorated over the remainder of the termsof this agreement, and so subtracted from the contractual amount due under this agreement. If elevators are replaced during the term of this contract, the University has the sole discretion of canceling this contract with a 30- day notice to the vendor.

5.1 SPECIFICATIONS

Elevator Specifiaction Sheet

			_			evator specific						
	ltem #	Department	State ID	Туре	Operation	Elevator Designation	Installed	Manufacturer	Capacity	Speed	Landing	Entrances
id Number		Academics	H1650	Wheelchair Lift	Hydraulic	Alexander Dunn	9/23/2005	SAVARIA	750	20	2	1
	2	Academics	18150	Passenger	Hydraulic	BBRI Elevator #1	10/13/1998	SCHINDLER	2500	125	3	1
	3	Academics	18151	Passenger	Hydraulic	BBRI Elevator #2	10/13/1998	SCHINDLER	1500	125	4	1
	4	Academics	25068	Passenger	Hydraulic	BRITE Hall	3/7/2008	OTIS	2500	100	3	2
	5	Academic	35243	Passenger	Traction	New Schools of Business (To start November 1, 2024)	6/12/2023	Kone		3	3	1
	6	Academic	35244	Passenger	Traction	New Schools of Business (To start November 1, 2024)	6/12/2923	Kone		4	4	1
	7	Academic	H3434	Accessibility Lift	Hydraulic	New Schools of Business (To start November 1, 2024)	6/29/2023	Garaventa		2	2	1
	8	Academics	10337	Passenger	Hydraulic	Criminal Justice Building	10/15/1983	THYSSENKRUPP	2500	125	3	1
	9	Academics	29175	Passenger	Traction	Dent Building	3/4/2014	THYSSENKRUPP	2500	150	4	2
	10	Academics	20329	Passenger	Hydraulic	Edmonds Classroom	12/7/2001	THYSSENKRUPP	2500	100	3	1
	11	Academics	19119	Passenger	Hydraulic	Education Building Elevator #1	12/20/1999	THYSSEN KRUPP	2500	125	4	1
	12	Academics	19120	Passenger	Hydraulic	Education Building Elevator #2	12/20/1999	THYSSEN KRUPP	2500	125	4	1
	13	Academics	19121	Passenger	Hydraulic	Education Building Elevator #3	12/20/1999	THYSSEN KRUPP	2100	100	2	2
	14	Academics	8477	Passenger	Hydraulic	Edwards Music Building	10/26/1976	SOUTHERN	5000	100	4	1
	15	Academics	7886	Freight	Hydraulic	F.N. Communication Building - Elevator 1	11/13/1975	SOUTHERN	4000	75	2	1
	16	Academics	7888	Passenger	Hydraulic	F.N. Communication Building - Elevator 2	11/13/1975	SOUTHERN	2500	100	4	1
	17	Academics	6564	Passenger	Hydraulic	Hubbard Chemistry Building	3/10/1970	OTIS	2000	100	3	1
	18	Academics	16533	Passenger	Hydraulic	Jones Hall	8/7/1996	SCHINDLER	2000	100	2	1
	19	Academics	29040	Passenger	Hydraulic	Lee Biology Building	12/12/2013	ANER CRESC	1400	56	4	1
	20	Academics	22534	Passenger	Hydraulic	Mary Townes Science Building - Elevator 1	4/7/2005	OTIS	4500	100	5	1
	21	Academics	22535	Passenger	Hydraulic	Mary Townes Science Building - Elevator 2	7/14/2005	OTIS	3500	125	3	1
	23	Academics	9716	Passenger	Hydraulic	Miller-Morgan Building Nursing School -	6/11/1982	THYSSEN KRUPP	2100	125	3	1
	23	Academics	27797	Passenger	Hydraulic	Elevator 1 Nursing School -	6/30/2011	SCHINDLER	2500	125	3	1
	25	Academics	27798	Passenger	Hydraulic	Elevator 2	6/30/2011	SCHINDLER	4500	100	4	1
	26	Academics	16925	Passenger	Hydraulic	Robinson Building Shepard Administration	8/11/1997	DOVER	2500	125	5	2
	27	Academics	13369	Passenger	Hydraulic	Bldg Elevator 2 Shepard Administration	1/8/1990	OTIS	2500	125	4	1
	28	Academics	13368	Passenger	Hydraulic	Bldg Elevator 1 Shepard Library -	1/8/1990	OTIS SCHINDLER,	2500	125	4	1
	29	Academics	24638 8111	Passenger	Hydraulic	Elevator 1 Shepard Library -	3/1/2007	HYD	3500	150	3	1
	30	Academics Academics	8111 5831	Passenger Passenger	Hydraulic Hydraulic	Elevator 2 Student Health	11/3/1975 5/24/1967	OTIS SOUTHERN	1500 4000	100	3	1
	31	Academics	17065	Passenger	Hydraulic	Student Health	10/29/1997	DOVER	2500	100	3	1
	32	Academics	29275	Passenger	Hydraulic	Taylor Education	3/21/2014	THYSSENKRUPP	3000	115	3	1
	33	Academics	29275	Passenger	Hydraulic	Building Turner Law Building -	5/12/2005	OTIS	3500	110	3	2
	34	Academics	9372	Passenger	Hydraulic	Elevator 1 Turner Law Building -	6/5/1980	SOUTHERN	4000	100	4	2
	35	Academics	10595	Passenger	Hydraulic	Elevator 2 Walker PE Complex	7/22/1985	DOVER	2500	100	3	1
	36	Academics	21796	Passenger	Hydraulic	Willis Commerce	5/26/2004	THYSSENKRUPP	1500	125	4	1
	37			Wheelchair	Screw	Building - Elevator 1 Willis Commerce		AMER STAIR				
		Academics	H76	Lift	Drive	Building - Wheelchair Lift	6/28/1982	GLID	400	90	2	2
	38											
	39	Auxiliary	14797	Passenger	Hydraulic	Student Union	8/25/1992	OTIS	2500	100	2	1
	40	Auxiliary	27591	Passenger	Hydraulic	Latham Bookstore	12/14/2010	SCHINDLER	5000	100	2	2
	41	Auxiliary	27529	Passenger	Hydraulic Winding	Latham Parking Deck Pearson Cafeteria -	8/12/2010	SCHINDLER	3500	150	5	2
		Auxiliary	26260	Dumbwaiter	Drum	Dumbwaiter	12/16/2008	MATOT	500	50	3	1

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42	Auxiliary	25679	Passenger	Hydraulic	Pearson Cafeteria - Elevator 1	1/6/2009	OTIS	3000	100	3	1
43	Auxiliary	H2023	Wheelchair Lift	Hydraulic	Pearson Cafeteria - Wheelchair Lift	12/16/2008	SAVARIA	750	14	2	2
44	Auxiliary	33929	Passenger	Hydraulic	New Student Center	7/23/2021	Vertical Express	3500	125	2	1
45	Auxiliary	33930	Passenger	Hydraulic	New Student Center	7/23/2021	Vertical Express	3500	125	2	1
46	Auxiliary	33931	Passenger	Hydraulic	New Student Center	7/23/2021	Vertical Express	10000	125	2	1
48	Residence Life	23080	Passenger	Hydraulic	Annie Day Shepard	2/9/2005	OTIS	3000	125	5	1
49	Residence Life	22757	Passenger	Hydraulic	Ben Ruffin Hall - Elevator 1	5/13/2005	OTIS	2500	150	3	1
50	51Residence 52Life	22758	Passenger	Hydraulic	Ben Ruffin Hall - Elevator 2	5/13/2005	OTIS	2500	150	3	1
51	Resi53dence Lif54e	27540	Passenger	Traction	Chidley Hall - Elevator 1	7/18/2011	KONE	3500	150	4	1
52	Reside55nce Life56	27541	Passenger	Traction	Chidley Hall - Elevator 2	7/18/2011	KONE	3500	150	4	1
53	Residen57ce Life58	22401	Passenger	Hydraulic	Eagle Landing - Elevator 1	8/10/2004	OTIS	3500	125	5	1
54	Residen59ce Life60	22402	Passenger	Hydraulic	Eagle Landing - Elevator 2	8/10/2004	OTIS	3500	125	5	1
55	Residence Life	6053	Passenger	Traction	Eagleson Hall - Elevator 1	11/14/1968	WECO	2500	200	9	1
56	Residence Life	6054	Passenger	Traction	Eagleson Hall - Elevator 2	12/3/1968	WECO	2500	200	9	1
57	Residence Life	22370	Passenger	Hydraulic	Graduate Apartments	8/18/2004	OTIS	2100	125	3	2
58	Residence Life	21251	Passenger	Hydraulic	McLean Hall	9/19/2002	MINNESOTA	2500	125	3	1
59	60Residence 61Life	17618	Passenger	Hydraulic	New Res Elevator 1	10/6/1998	SCHINDLER	2500	125	4	1
60	Residence Life	17619	Passenger	Hydraulic	New Res Elevator 2	10/6/1998	SCHINDLER	2500	125	4	1
61	Residence Life	17620	Passenger	Hydraulic	New Res Elevator 3	10/6/1998	SCHINDLER	2500	125	4	1
62	Residence Life	17615	Passenger	Hydraulic	Richmond Hall - Elevator 1	10/5/1998	SCHINDLER	2500	125	4	1
63	Residence Life	17616	Passenger	Hydraulic	Richmond Hall - Elevator 2	10/5/1998	SCHINDLER	2500	125	4	1
64	Residence Life	17617	Passenger	Hydraulic	Richmond Hall - Elevator 3	10/5/1998	SCHINDLER	2500	125	4	1
65	Residence Life	23600	Passenger	Hydraulic	Rush Hall	11/30/2005	SCHINDLER	2500	125	4	1

5.2 TASKS

- a) Vendor shall properly adjust and must use all reasonable care to maintain and repair all elevators in safe, efficient, and proper operating condition in accordance with the requirements of this IFB including each elevator meeting the elevator manufacturer's performance specifications for maximum capacity and speed for each initially installed elevator.
- 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, Commutators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frame, Hydraulic valves and other parts.
- c) 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.
- d) Periodically examine all safety devices and governors and equalize the tension on all hoisting ropes. All safety tests required by the ASME/ANSI-A17.1 and the State of North Carolina shall be performed when due and in the presence of a State official, or his designee.

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Vendor:

- e) Make adjustments, examinations, inspections, cleaning, lubrications, and repairs and replacements of parts on a regular and systematic schedule. Otherwise, as needed, the Vendor shall make such regular and emergency call backs as may be required to ascertain that all elevators are maintained in a safe, efficient and proper working condition at all times, to the satisfaction of the State.
- f) All lubricants and major and minor replacement parts shall be furnished by the Vendor and shall be of a quality equal to, or better than, parts installed by the original manufacturer of each elevator. All parts and lubricants shall be included in the contract price, for maintenance and no additional charges shall be added later to the contract price. Major or minor repairs or parts and associated labor of any kind associated with any individual replacement the State will pay the Vendor as an additional cost to Vendor contractual fixed monthly and annual costs.
- g) Replace or renew all wire ropes, as often as necessary, to maintain an adequate factor of safety and repair and/or replace conductor cables.
- h) Examine, lubricate, adjust, repair and/or replace the following equipment:
 - i. Interlocks
 - ii. Car and Hatch Door Operators
 - iii. Car and Hatch Door Hangers
 - iv. Door Closers
 - v. Signal System and Emergency Power Pack
- Schedule of Maintenance Operations: The Vendor shall perform the following schedule of inspection and maintenance operations at least monthly or more often as required, according to the elevator industry standard maintenance requirements to maintain proper performance levels.
 - i. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops, and brake action, making adjustments as necessary.
 - ii. Inspect all motors, machines, and generators.
 - iii. Inspect controllers, selectors, selector drives, and governors.
 - iv. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
 - v. Wipe clean all motor, machines, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes if necessary.
 - vi. Clean and lubricate direction and accelerating switches.
 - vii. Inspect brake operation. Check shoe to brake pulley clearance and adjust, as required, for proper operation. Clean pulley, if necessary.
 - viii. Clean hoist way pits and inspect equipment in them.
 - ix. Inspect working parts of all governors for free operation.
 - x. Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes, and blocks. Clean, lubricate, adjust or replace as necessary.
 - xi. Check retiring cam operation and make necessary adjustments or corrections.
 - xii. Examine all wire ropes and fastenings, check and adjust rope tension.
 - xiii. Examine traveling cables for wear and position.
 - xiv. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
 - xv. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
 - xvi. Lubricate selector drive screws and guides and clean contacts if necessary.
 - xvii. Clean and lubricate automatic slow down and stopping switches on top of cars.
 - xviii. Clean car position indicators, adjust if necessary.
 - xix. Inspect, clean, and lubricate car guides (unless roller guides are used).
 - xx. Check car fan motors for proper operation.
 - xxi. Inspect drive and secondary sheaves, clean if required.

- xxii. Check bearings for proper operation and wear.
- xxiii. Examine machine gear teeth for cutting or noise.
- xxiv. While riding on top of cars, physically check condition and operation of door locking equipment.
- xxv. Perform electrical test of door interlock circuits.
- xxvi. Examine door locks and door closer equipment. Clean door channels.
- xxvii. Examine car and counterweight guide shoe and fastenings.
- xxviii. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
- xxix. Remove car station cover, blow out, clean or lubricate switches and buttons.
- xxx. Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.
- xxxi. Thoroughly examine and clean starter and control panels.
- xxxii. 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. Perform actual test of safety at slowest operating speed, with no load.
- xxxiii. Examine, clean and oil (if necessary) the buffers. Perform "hand test" of plunger return.
- xxxiv. Blow out and vacuum controller motors and M.G. Sets.
- xxxv. Drain machine gear oil, seal any oil leaks, examine gear teeth, refill with fresh oil.
- xxxvi. Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly and readjustment.
- xxxvii. Clean and lubricate hatch door hanger tracks and door arms.
- xxxviii. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition. Re-rope if necessary.
- xxxix. Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check bracket bolts for tightness.
 - xl. Perform annual no load safety test and annual pressure relief valve test. (*)
 - xli. Perform ASME ANSI/17.1 **five (5) year** safety test (contract speed, full load), if required within the period of the contract by project specifications. (*)
- xlii. All parts subject to rust shall be painted, as required, to maintain a presentable appearance.
- xliii. Check monthly to be sure the car lights and alarm system operate when on emergency power (emergency power battery pack) and fireman's service operation in accordance with the applicable requirements of ASME/ANSI A17.1, Section 211.
 - * NOTE: Items xI. and xIi. shown above will not be required monthly, but as stated above.
- j) Ensuring elevators are in compliance with any new operating or technical requirements implemented by the NC DOL Elevator Division during the contract period are the responsibility of the Vendor. Vendor shall be responsible for completing and paying for all associated labor and material costs to bring elevators in compliance with any new DOL operating or technical requirements as part of this contract except for any DOL requirement that requires additional material and labor costs associated with any individual replacement part the State will pay the Vendor as an additional cost under separate purchase order. All work shall be completed by the DOL specified deadline or before the contract expiration date, whichever date comes first.
- k) The Performance Requirements listed below shall be continuously maintained unless otherwise stated:
 - i. Speed and brake to brake flight times of all elevators shall be maintained to meet the elevator manufacturer's performance specifications of each initially installed elevator.
 - ii. Leveling accuracy shall be maintained within a safe level at all times.
 - iii. Opening and closing times of all hoist way and car doors shall be maintained within limits of ASME/ANSI A17.1 code, yet assuring minimum standing time at each floor.
 - iv. Variable car and hall door hold open times shall be maintained to meet the elevator manufacturer's performance specifications of each initially installed elevator. Deviations from this shall not be permitted.

- v. The Vendor shall test minimum every **three (3) months** any **Group Supervisory Systems** and submit to the Contract Administrator the test data results indicating the levels of performance of the system(s) and documentation that the variable and fixed features are operating properly and that all circuits and time settings are properly adjusted.
- vi. 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 under normal operation.
- vii. **Emergency fire service operation system** shall be tested minimum every **three (3) months** to ensure it is functioning properly as required by ASME/ANSI A17.1 and the North Carolina Building code.
- I) **Wiring Diagrams**: Upon completion of the contract, the Vendor shall provide to the State a set of reproducible wiring diagrams showing all wiring changes and modifications completed by the Vendor during the term of the contract.
- m) Coordination of Non-Emergency Work: Vendor shall coordinate all non-emergency inspection, maintenance, and/or repair work with the Contract Lead to minimize interruption to elevator service and building occupants. Vendor shall provide Contract Lead with a work schedule and at least thirty (30) days prior notice before starting any work requiring elevator downtime. Vendor shall receive prior written approval from the Contract Lead to complete and schedule any non-emergency work needed to be done after normal work hours. Any Vendor work completed after normal work hours shall be at Vendor's expense and *at no additional cost* to the State.
- n) Emergency Call Back Service: The Vendor shall provide emergency call back service on a twenty-four (24) hours, seven (7) days per week basis, at no additional cost to the State. Vendor shall respond by having a Vendor representative on the job site within a two (2) hour period from the time the Vendor was initially notified by the State. The Vendor shall have sufficient service employees located near the contract facilities to meet this response requirement. At a minimum, the Vendor shall identify a primary and secondary service technician to be familiar with the equipment covered by this contract. Any Vendor provided emergency call back service shall be billed at an additional cost to the State. Under no circumstances shall any miscellaneous expenses such as Vendor travel time, mileage, or any other administrative expenses be paid as an additional cost by the State under this contract. There is an average of 200 emergency call backs each year.
- o) Service Log: Vendor shall maintain an electronic service log identifying each time an elevator is serviced, whether as an emergency or regular service. Vendor shall submit a service log to the State within forty-eight (48) hours after providing each service. This service log shall cover all work done at the time of servicing and shall include each elevator serviced, date of service, mechanic's initials or signature, services performed, and which parts (if any) were replaced or repaired.
- p) **Replacement and Spare Parts:** The Vendor is responsible for the repair or replacement of any existing parts that may break or become defective. Any and all labor and material costs associated with any repair or replacement of a part is considered part of this agreement and there shall be any additional costs charged to the State unless noted otherwise. For any service that requires additional material and labor costs associated with any individual replacement part the State will pay the Vendor as an additional cost under a separate purchase order. If a needed replacement part is obsolete and no longer available, replacement of the part or assembly is still required under this contract. However, the needed replacement part shall be of quality and level of technology equal to or better than the original manufacturer's part. The Vendor shall be responsible for the replacement of obsolete parts by having the existing part rebuilt or by having a machine shop manufacturer a new replacement part. Regarding costs for obsolete parts, the Vendor shall submit a cost estimate for having the obsolete part rebuilt or manufactured to the Contract Administrator for review and approval prior to ordering materials or starting work for replacement of the obsolete part. Any repairs or replacement parts work shall be completed within a reasonable period of time and within a period of thirty (30) days or less unless noted otherwise. To assure the maximum use of elevators and to minimize elevator downtime, the Vendor shall maintain a supply of spare parts sufficient for normal maintenance and repair of the elevators. These spare parts and lubricants shall be of quality and level of technology equal to or better than the original manufacturer's parts. Master controller, door operation, and any other component parts must be ordered and delivered within forty-eight (48) hours of identifying the needed repair. Used parts, or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and shall not be permitted

unless approved in writing by the Contract Administrator.

- q) Hazards: The Vendor shall immediately report to appropriate authorities and the Contract Lead any potential hazard to persons or property which is discovered while on the premises performing work. Failure to do so may result in the State requesting the removal and replacement of the assigned-on site Vendor representative and/or terminating the contract.
- r) Help Desk/Contact: The Vendor shall staff a Vendor Help Desk and shall maintain an email account and telephone service account for the purpose of the State to communicate with the Vendor either by email or telephone regarding elevator issues and service requests. Both the Vendor and the State shall acknowledge each other's emails and telephone calls promptly and professionally. In all cases, an email or telephone call shall be acknowledged by both the Vendor and the State in a period of one (1) hour or less during regular work hours (8:00 a.m. to 5:00 p.m.) on regularly scheduled work days. Failure of the Vendor to continuously maintain an active business email account and telephone service account and/or not responding promptly to emails or telephone calls shall be grounds for the State to terminate the contract. At a minimum, the Vendor's Project Manager and the State's Contract Lead shall maintain working email addresses and telephone numbers. If there are changes to the Vendor or State's email address and/or telephone number, then the other party shall be notified immediately to ensure seamless communication.
- s) State Owned Property: Vendor shall not remove any State-owned property, including but not limited to, tools, programmers, state of the art diagnostic equipment (normally a part of newly installed elevators), or operating and maintenance manuals without the Vendor receiving prior written approval from the State. The State shall furnish to the Vendor any available tools, programmers, and operating and maintenance manuals to assist the Vendor with performing contractual services. Any Vendor representative receiving State owned property shall sign in and sign-out for each item with a designated State representative.
- t) Test and Inspections: Elevators covered by this agreement require the Vendor to inspect, maintain, and repair each elevator in a safe, efficient, and satisfactory operating condition at all times in accordance with the requirements of this IFB including each elevator meeting the initially installed elevator manufacturer's performance specifications for maximum capacity and speed. The State reserves the right to test and inspect any elevator to verify that the requirements of these conditions are being fulfilled. The State reserves the right to inspect the work completed by the Vendor to determine whether service is satisfactory. Failure of the Vendor to satisfactorily perform any or all services as specified in the contract shall be grounds for the State to terminate the contract. Vendor shall provide, as required, at no additional cost to the State, personnel to accompany the State Elevator Inspector and/or NC DOL if and when requested, as it relates to performance of work required by the contract. If the operation of any elevator is not satisfactory in the opinion of the Contract Administrator, the Contract Administrator may require the Vendor to email a weekly report to him identifying the serviceability issues and the Vendor's corrective plan to address the issues. If the serviceability issues continue for the any elevator, then the Contract Administrator may require the Vendor to physically check the operation of each elevator once weekly and to email him updated reports weekly on the status of each elevator.,
- u) Vendor/Employee Policy: Upon arrival at the premises, the Vendor shall initially report/sign-in at the Facility Maintenance office to make Facility Maintenance aware that they are on campus unless prior coordination has been made via telephone or email. Vendor employees shall only enter areas on the premises where authorized. Failure to comply with this provision may result in the termination of this contract. Vendor employees shall be of good character; shall wear distinctive uniforms or badges to clearly identify themselves while on the premises; shall abide by any rules and regulations set forth by the State; shall report immediately any property damage and/or any potential hazardous situation; shall not engage in unnecessary conversation with State employees or visitors on the premises; shall not remove any article from the premises regardless of its value including any item found in the trash and regardless of obtaining any employee's permission to remove any article.
- v) **Patient Confidentiality:** Vendor employees shall keep confidential any patient information. Vendor shall not take pictures or videos of the premises without receiving prior written authorization from the State. Vendor shall acknowledge and support

throughout the period of the contract, the confidential requirements of the Health Insurance Portability and Accountability Act (HIPAA).

5.3 WARRANTIES

Vendor warrants to the State that all items furnished will be new (unless otherwise specifically requested in this IFB), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for the duration of the contract period and for a minimum **ninety (90) days** after the contract termination date. Such replacement shall include transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to the State all third-party warranties applicable to such deliverables. Vendor warrants that the State has all rights necessary to utilize all deliverables for their intended purpose free from all third-party claims.

5.4 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 reexamination 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 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 <u>not</u> 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.

Vendor: ___

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 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 MONTHLY STATUS REPORTS

The Vendor shall be required to provide Reports to the designated Contract Lead monthly. This report shall include, at a minimum, information concerning these reports and 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 five (5) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 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.

The following are examples of unacceptable Vendor's work product:

a) Repeat Work Orders – More than two (2) repeat work orders for the same issue in the same room, to be confirmed by the Contract Administrator.

Follow-up on-call backs – if vendor cannot be reached during the normal business hours or call back is scheduled and vendor does not show to perform services.

ltem #	Requirement	Included v Response	
1	Copy of Vendor's current and valid NC License/ Certifications/ Registrations are attached.	YES	
2	Copy of Vendor's Certificate of Insurance attached.	YES	

6.6 LICENSES/PERMITS/INSURANCE

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to ____60 days 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.

6.10 General Information

After the award, the awarded vendor will be given the opportunity to survey every unit and identify any upfront deficiencies but must be able to maintain existing equipment.

Any kind of repairs due to misuse, abuse, vandalism and/or any other acts outside of vendor's control is to be bill at an additional cost

The vendor will be given the opportunity to identify needed repairs that would be outside the maintenance contract and provide a quote for the repair

Repairs due to normal wear and tare, would be an additional billing

Overtime is billable if the call back (request for service) was made after 4:00 PM. All call back cost is additional billing if not due to vendor error. Just for information purposes, we had 180 call backs 90% were during normal working hours last FY

PM shall not be billed as overtime

In the pass year the university spent \$190,000.00 for elevator repairs but this is not guarantee

Information pertaining to previous vendor monthly billing is not available currently.

Repair or replacement of obsolete parts are covered under this contract and are billable to the University.

It is the vendor's responsibility if it is NCDOL violations and to provide a proposal to correct the problem. This does not include any testing requirements.

Proprietary equipment and software is on site. We will have an alternate for changing this out to nonproprietary system in the School of Business

Changing light bulbs is included in this contract and considered as normal maintenance.

Provide the following:

Hourly Labor Rate for Weekday Normal Business Hours: ______

Hourly Labor Rate for Weekday Overtime Hours: ______

Hourly Labor Rate for Weekends and Holidays: _____

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7.0 ATTACHMENT A. PRICING

ltem #	Department	QTY	#OM	State ID	Operation	Elevator Designation	Manufacturer	Monthly Cost	Annual Cost
1	Academics	12	Month	H1650	Hydraulic	Alexander Dunn	SAVARIA		
2	Academics	12	Month	18150	Hydraulic	BBRI Elevator #1	SCHINDLER		
3	Academics	12	Month	18151	Hydraulic	BBRI Elevator #2	SCHINDLER		
4	Academics	12	Month	25068	Hydraulic	BRITE Hall	OTIS		
5	Academic	12	Month	35243	Traction	New Schools of Business (To start November 1, 2024)	Kone		
6	Academic	12	Month	35244	Traction	New Schools of Business (To start November 1, 2024)	Kone		
7	Academic	12	Month	H3434	Hydraulic	New Schools of Business (To start November 1, 2024)	Garaventa		
8	Academics	12	Month	10337	Hydraulic	Criminal Justice Building	THYSSENKRUPP		
9	Academics	12	Month	29175	Traction	Dent Building	THYSSENKRUPP		
10	Academics	12	Month	20329	Hydraulic	Edmonds Classroom	THYSSENKRUPP		
11	Academics	12	Month	19119	Hydraulic	Education Building Elevator #1	THYSSEN KRUPP		
12	Academics	12	Month	19120	Hydraulic	Education Building Elevator #2	THYSSEN KRUPP		
13	Academics	12	Month	19121	Hydraulic	Education Building Elevator #3	THYSSEN KRUPP		
14	Academics	12	Month	8477	Hydraulic	Edwards Music Building	SOUTHERN		
15	Academics	12	Month	7886	Hydraulic	F.N. Communication Building - Elevator 1	SOUTHERN		
16	Academics	12	Month	7888	Hydraulic	F.N. Communication	SOUTHERN		

Bid Number: 6.	1-IFB25	006			Vendor:			
				1	Building - Flevator 2			
Academics	12	Month	6564	Hydraulic	Hubbard Chemistry Building	OTIS		
Academics	12	Month	16533	Hydraulic	Jones Hall	SCHINDLER		
Academics	12	Month	29040	Hydraulic	Lee Biology Building	ANER CRESC		
Academics	12	Month	22534	Hydraulic	Mary Townes Science Building - Elevator 1	OTIS		
Academics	12	Month	22535	Hydraulic	Mary Townes Science Building - Elevator 2	OTIS		
Academics	12	Month	9716	Hydraulic	Miller-Morgan Building	THYSSEN KRUPP		
Academics	12	Month	27797	Hydraulic	Nursing School - Elevator 1	SCHINDLER		
Academics	12	Month	27798	Hydraulic	Nursing School - Elevator 2	SCHINDLER		
Academics	12	Month	16925	Hydraulic	Robinson Building	DOVER		
Academics	12	Month	13369	Hydraulic	Shepard Administration Bldg Elevator 2	OTIS		
Academics	12	Month	13368	Hydraulic	Shepard Administration Bldg Elevator 1	OTIS		
Academics	12	Month	24638	Hydraulic	Shepard Library - Elevator 1	SCHINDLER, HYD		
Academics	12	Month	8111	Hydraulic	Shepard Library - Elevator 2	OTIS		
Academics	12	Month	5831	Hydraulic	Student Health	SOUTHERN		
Academics	12	Month	17065	Hydraulic	Student Services	DOVER		
Academics	12	Month	29275	Hydraulic	Taylor Education Building	THYSSENKRUPP		
Academics	12	Month	22762	Hydraulic	Turner Law Building - Elevator 1	OTIS		
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	Bid Number: 6	1-IFB25	006			Vendor:		
34	Academics	12	Month	9372	Hydraulic	Turner Law Building - Elevator 2	SOUTHERN	
35	Academics	12	Month	10595	Hydraulic	Walker PE Complex	DOVER	
36	Academics	12	Month	21796	Hydraulic	Willis Commerce Building - Elevator 1	THYSSENKRUPP	
37	Academics	12	Month	H76	Screw Drive	Willis Commerce Building - Wheelchair Lift	AMER STAIR GLID	
							TOTAL	
38	Auxiliary	12	Month	14797	Hydraulic	Student Union	OTIS	
39	Auxiliary	12	Month	27591	Hydraulic	Latham Bookstore	SCHINDLER	
40	Auxiliary	12	Month	27529	Hydraulic	Latham Parking Deck	SCHINDLER	
41	Auxiliary	12	Month	26260	Winding Drum	Pearson Cafeteria - Dumbwaiter	MATOT	
42	Auxiliary	12	Month	25679	Hydraulic	Pearson Cafeteria - Elevator 1	OTIS	
43	Auxiliary	12	Month	H2023	Hydraulic	Pearson Cafeteria - Wheelchair Lift	SAVARIA	
44	Auxiliary	12	Month	33929	Hydraulic	New Student Center	Vertical Express	
45	Auxiliary	12	Month	33930	Hydraulic	New Student Center	Vertical Express	
46	Auxiliary	12	Month	33931	Hydraulic	New Student Center	Vertical Express	
							TOTAL	
48	Residence Life	12	Month	23080	Hydraulic	Annie Day Shepard	OTIS	
49	Residence Life	12	Month	22757	Hydraulic	Ben Ruffin Hall - Elevator 1	OTIS	
50	51Residence 52Life	12	Month	22758	Hydraulic	Ben Ruffin Hall - Elevator 2	OTIS	

Bid Number 61-IEB25006

Vendor

	Bid Number: 6.	1-IFB25	006			Vendor:		
51	Resi53dence Lif54e	12	Month	27540	Traction	Chidley Hall - Elevator 1	KONE	
52	Reside55nce Life56	12	Month	27541	Traction	Chidley Hall - Elevator 2	KONE	
53	Residen57ce Life58	12	Month	22401	Hydraulic	Eagle Landing - Elevator 1	OTIS	
54	Residen59ce Life60	12	Month	22402	Hydraulic	Eagle Landing - Elevator 2	OTIS	
55	Residence Life	12	Month	6053	Traction	Eagleson Hall - Elevator 1	WECO	
56	Residence Life	12	Month	6054	Traction	Eagleson Hall - Elevator 2	WECO	
57	Residence Life	12	Month	22370	Hydraulic	Graduate Apartments	OTIS	
58	Residence Life	12	Month	21251	Hydraulic	McLean Hall	MINNESOTA	
59	60Residence 61Life	12	Month	17618	Hydraulic	New Res Elevator 1	SCHINDLER	
60	Residence Life	12	Month	17619	Hydraulic	New Res Elevator 2	SCHINDLER	
61	Residence Life	12	Month	17620	Hydraulic	New Res Elevator 3	SCHINDLER	
62	Residence Life	12	Month	17615	Hydraulic	Richmond Hall - Elevator 1	SCHINDLER	
63	Residence Life	12	Month	17616	Hydraulic	Richmond Hall - Elevator 2	SCHINDLER	
64	Residence Life	12	Month	17617	Hydraulic	Richmond Hall - Elevator 3	SCHINDLER	
65	Residence Life	12	Month	23600	Hydraulic	Rush Hall	SCHINDLER	
				TOTAL				

Lum Sum Total Monthly for line items 1 thru 65 \$_____

Lump Sum Total Annually for line items 1 thru 65 \$_____

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

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

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: <u>https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment</u>

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link: <u>https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download</u>

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 ***