



## **STATE OF NORTH CAROLINA**

**North Carolina Department of Public Safety**

**Invitation for Bid #: 19-IFB-1615706887-HDE**

**HVAC Systems Preventative Maintenance Service**

**Date of Issue: September 8, 2025**

**Bid Opening Date: September 30, 2025**

**At 2:00 PM ET**

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

Debbie Hill

Procurement Specialist II

Email: [Debbie.Hill@ncdps.gov](mailto:Debbie.Hill@ncdps.gov)

Phone: 984-255-7172



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**19-IFB-1615706887-HDE**

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

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

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Vendor Name

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Vendor eVP#

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

<b>STATE OF NORTH CAROLINA Department of Public Safety</b>	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: <b>Debbie Hill@ncdps.gov</b>	Invitation for Bid #: <b>19-IFB-1615706887-HDE</b>
	<b>Bids will be publicly opened: September 30, 2025</b>
Using Agency: <b>North Department of Public Safety</b>	<b>Commodity No. and Description: 721512 Heating and Cooling and Air Conditioning HVAC Construction and Maintenance Services</b>
Requisition No.: <b>195519</b>	

**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 Ariba Sourcing Tool.

**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: 19-IFB-1615706887-HDE

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

**VALIDITY PERIOD**

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

**ACCEPTANCE OF BIDS**

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

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

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

**(Authorized Representative of North Carolina Department of Public Safety)**

## Contents

<b>1.0</b>	<b>PURPOSE AND BACKGROUND .....</b>	<b>5</b>
<b>1.1</b>	<b>CONTRACT TERM.....</b>	<b>5</b>
<b>2.0</b>	<b>GENERAL INFORMATION.....</b>	<b>5</b>
<b>2.1</b>	<b>INVITATION FOR BID DOCUMENT.....</b>	<b>5</b>
<b>2.2</b>	<b>E-PROCUREMENT FEE .....</b>	<b>5</b>
<b>2.3</b>	<b>NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....</b>	<b>5</b>
<b>2.4</b>	<b>IFB SCHEDULE .....</b>	<b>6</b>
<b>2.5</b>	<b>MANDATORY SITE VISIT .....</b>	<b>7</b>
<b>2.6</b>	<b>BID QUESTIONS .....</b>	<b>8</b>
<b>2.7</b>	<b>BID SUBMITTAL .....</b>	<b>8</b>
<b>2.8</b>	<b>BID CONTENTS.....</b>	<b>9</b>
<b>2.9</b>	<b>DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....</b>	<b>9</b>
<b>3.0</b>	<b>METHOD OF AWARD AND BID EVALUATION PROCESS .....</b>	<b>9</b>
<b>3.1</b>	<b>METHOD OF AWARD.....</b>	<b>9</b>
<b>3.2</b>	<b>CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....</b>	<b>10</b>
<b>3.3</b>	<b>BID EVALUATION PROCESS .....</b>	<b>10</b>
<b>3.4</b>	<b>PERFORMANCE OUTSIDE THE UNITED STATES .....</b>	<b>11</b>
<b>3.5</b>	<b>INTERPRETATION OF TERMS AND PHRASES.....</b>	<b>11</b>
<b>4.0</b>	<b>REQUIREMENTS.....</b>	<b>11</b>
<b>4.1</b>	<b>PRICING.....</b>	<b>11</b>
<b>4.2</b>	<b>INVOICES.....</b>	<b>12</b>
<b>4.3</b>	<b>FINANCIAL STABILITY .....</b>	<b>12</b>
<b>4.4</b>	<b>HUB PARTICIPATION .....</b>	<b>12</b>
<b>4.5</b>	<b>REFERENCES .....</b>	<b>12</b>
<b>4.6</b>	<b>BACKGROUND CHECKS.....</b>	<b>12</b>
<b>4.7</b>	<b>PERSONNEL.....</b>	<b>13</b>
<b>4.8</b>	<b>VENDOR’S REPRESENTATIONS .....</b>	<b>13</b>
<b>4.9</b>	<b>AGENCY INSURANCE REQUIREMENTS MODIFICATION .....</b>	<b>13</b>
<b>5.0</b>	<b>SPECIFICATIONS AND SCOPE OF WORK .....</b>	<b>14</b>
<b>5.1</b>	<b>SPECIFICATIONS.....</b>	<b>14</b>
<b>5.3</b>	<b>CERTIFICATION AND SAFETY LABELS.....</b>	<b>16</b>

**6.0 CONTRACT ADMINISTRATION.....16**

**6.1 CONTRACT MANAGER.....16**

**6.2 CONTINUOUS IMPROVEMENT .....17**

**6.3 ACCEPTANCE OF WORK.....17**

**6.4 TRANSITION ASSISTANCE.....17**

**6.5 DISPUTE RESOLUTION.....17**

**6.6 CONTRACT CHANGES.....18**

**6.7 ATTACHMENTS .....18**

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.....21**

**ATTACHMENT E: CUSTOMER REFERENCE FORM .....23**

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR .....24**

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION .....25**

**ATTACHMENT I: ALCOHOL/DRUG FREE WORKPLACE POLICY .....26**

**ATTACHMENT N: PREA .....27**

## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to establish an Agency Specific Contract to provide preventive maintenance service for HVAC Systems for the North Carolina National Guard in several locations. (Wilmington, Morganton, Greensboro and Charlotte). The contract is to provide scheduled preventive maintenance for HVAC systems to ensure optimal performance, extend equipment life, and reduce costly repairs.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year beginning on the date of final Contract execution (the "Effective Date") or whichever is later.

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 30 days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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: This is an NC eProcurement solicitation facilitated by the Ariba Network. 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/>.

#### What is the Ariba Network?

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

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

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

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors 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 purport 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	September 8, 2025
Mandatory Site Visit - Charlotte	State	September 16, 2025 @ 11:00 A.M
Mandatory Site Visit - Morganton	State	September 17, 2025 @ 10:00 A.M
Mandatory Site Visit - Greensboro	State	September 17, 2025 @ 3:00 P. M
Mandatory Site Visit - Wilmington	State	September 23, 2025 @ 10:30 A.M
Submit Written Questions	Vendor	September 24, 2025, by 5:00 P.M. ET
Provide Response to Questions	State	September 25, 2025, by 5:00 P.M. ET
Submit Bids	Vendor	<p><b>September 30, 2025 @ 2:00 P.M. ET</b></p> <p><b>Microsoft Teams</b> <a href="#">Need help?</a></p> <p><a href="#">Join the meeting now</a></p> <p>Meeting ID: 274 308 824 369 4</p> <p>Passcode: gv7kp9PK</p> <hr/> <p><b>Dial in by phone</b></p> <p><a href="#">+1 984-204-1487,,164625679#</a> United States, Raleigh</p> <p><a href="#">Find a local number</a></p> <p>Phone conference ID: 164 625 679#</p> <p><b>Join on a video conferencing device</b></p> <p>Tenant key: <a href="mailto:ncgov@m.webex.com">ncgov@m.webex.com</a></p> <p>Video ID: 112 572 179 9</p> <p><a href="#">More info</a></p> <p>For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></p>
Contract Award	State	TBD

**2.5 MANDATORY SITE VISIT**

**Charlotte - 4240 West Blvd. NC 28208**

Date: September 16, 2025  
Time: 11:00 AM Eastern Time  
Location: 4240 West Blvd.  
Charlotte NC 28208  
Contact #: Sgt. Eric Speck (984-661-4524)

**Morganton - 5155 Western Ave NC 28655**

Date: September 17, 2025  
Time: 10:00 AM Eastern Time  
Location: 5155 Western Ave  
Morganton NC 28655  
Contact #: Sgt. Kevin Wesson (828-292-2694)

**Greensboro - 110 Franklin Blvd. NC 27401**

Date: September 17, 2025  
Time: 3:00 PM Eastern Time  
Location: 110 Franklin Blvd. NC 27401  
Greensboro NC 27401  
Contact #: SSG. Miseal Trejo (813-731-6435)

**Wilmington - 2221 Carolina Beach Rd. 28401**

Date: September 23, 2025  
Time: 10:30 AM Eastern Time  
Location: 2221 Carolina Beach Rd.  
Wilmington NC 28401  
Contact #: SSG. Andrew Buffaloe (984-664-6977)

**Instructions:** It shall be **MANDATORY** that a representative from each Vendor be present for mandatory site visits. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITES VISIT, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

**FAILURE TO ATTEND ALL MANDATORY SITE VISITS A RESULT IN VENDOR'S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.**

The purpose of these visits is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. Vendors must stay for the duration of the site visits. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

Vendors are cautioned that any information released to attendees during the site visits, 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.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 19-IFB-1615706887-HDE – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in 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. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

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.

## 2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s bid, in the State’s sole discretion.

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

- a) 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. 6.1 Contract Manager
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed version of ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICIES
- j) Completed and signed version of ATTACHMENT N: PREA

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and 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 locations, to not award one or more line locations, 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 COMMUNICATOINS 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 *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

### 3.5 INTERPRETATION OF TERMS AND PHRASES

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

## 4.0 REQUIREMENTS

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

### 4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete

ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### **4.2 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, Service Date, Work Completed 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 upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the 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.

1. Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which vendor has knowledge or a statement that it is aware of none.
2. Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Contract of which it has knowledge or a statement it is aware of none.

- 3. Any regulatory sanctions levied against Contract or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- 4. Any regulatory investigations pending against Contract or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies of which Contract has knowledge or a statement that there are none.
- 5. Any civil litigation, arbitration, proceeding, or judgments pending against Contract during the three (3) years preceding submission of its proposal herein or a statement that there are none.
- 6. Contract 's responses to these requests shall be considered to be continuing representations, and Contract 's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Contract or its then current officers, directors or persons providing services under this contract during its term shall constitute a material breach of contract.

**4.7 PERSONNEL**

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

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

**4.8 VENDOR'S REPRESENTATIONS**

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

Services are performed quarterly and include the tasks listed in the Maintenance Checklist. Emergency services and additional repairs are available at an agreed-upon prevailing rate. Maintenance will be conducted four times per year, corresponding to the seasonal schedule listed in the specifications for labor. Prior notification will be given allowing time to order / receive filters onsite.

### 5.1 SPECIFICATIONS

#### Specifications for Labor

- Services are to be performed quarterly and include the tasks listed in the Maintenance Checklist below.
- Work shall be completed in a professional manner while adhering to all applicable codes, regulations, and industry standards.
- Additionally inspect the equipment for any hidden damage or required repairs that are in addition to the approved work on the Purchase Order (PO) that is issued.
- Winter Months include December, January and February
- Spring Months include March, April and May
- Summer Months include June, July and March
- Fall/Autumn includes September, October and November

Inspection Tasks	Winter	Spring	Summer	Fall/Autumn
<b>Cooling System Maintenance</b>				
- Clean evaporator and condenser coils		X	-	
- Inspect refrigerant levels and check for leaks	X	X	X	X
- Adjust and test temperature/pressure controls	X	X	X	X
- Record system volts, amps, and discharge pressure	X	X	X	X
<b>Electrical System Maintenance</b>				
- Inspect wiring, breakers, and contactor contacts	X	X	X	X
- Tighten electrical connections	X	X	X	X
- Test fan motor operation; lubricate as needed	X	X	X	X
<b>Mechanical System Maintenance</b>				
- Inspect fans, belts, and bearings; lubricate as needed	X	X	X	X
- Check compressor and drive motor operation	X	X	X	X
<b>Filtration &amp; Drainage Maintenance</b>				
- Clean or replace air filters	X	X	X	X
- Clean condensates drain as required	X	X	X	X
<b>Heating System Maintenance</b>				
- Inspect gas or electric heaters and test safety controls				X

**Equipment Covered under this agreement:**

- The following equipment is covered under this agreement:

Wilmington Location Equipment Type	Quantity
Chillers/Condenser for VRF System	3
VAV Boxes	44
Exhaust Fans	7

Morganton Location Equipment Type	Quantity
Chillers/Condenser/DOAS for VRF System	4
Boilers	8
Package Units	1
Split System	1
Mini Split	7
VAV or VRF Indoor Boxes + Heat Rec. Ref. Flow Boxes	55
Exhaust Fans	18

Greensboro Location Equipment Type	Quantity
Chillers/Condenser for VRF System	5
Boiler	1
Package Units	4
Mini Splits	5
VAV Boxes	57
Exhaust Fans	6

Charlotte Location Equipment Type	Quantity
Chiller/Condenser for VRF System	1
Boiler	3
Package Unit	1
Mini Splits	5
VAV Boxes	65
Exhaust Fans	10

- Equipment not listed above is not included in this agreement unless specifically added by amendment.

**General Requirements**

- Vendor will provide Contract Manager with material care documentation.
- Vendor will provide a one (1) year warranty on all workmanship and standard warranty on material as per manufacture specification.
- Job sites are to be kept clean and safe during the process and inspected by unit personnel upon completion of work.
- All debris and excess materials shall be removed upon job completion unless otherwise stated by NCARNG FMO personnel.
- Arrangements for site access shall be made with the Contract Manager(s)
- Hours of maintenance will be 7:30-4:00 except for emergencies
- All work performed will be verified by facility technician after completion

**Exclusions:**

- Replacement of major components such as compressors, heat exchange, or control boards

**5.2 RESPONSIBILITY OF DPS FACILITY**

Will be responsible for the functions that are performed after all parties have signed the contract, including any modifications to the contract.

**5.3 CERTIFICATION AND SAFETY LABELS**

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

**6.0 CONTRACT ADMINISTRATION**

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

**Contract Administrator:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

**DPS Contract Administrator: Debbie Hill** [Debbie.Hill@ncps.gov](mailto:Debbie.Hill@ncps.gov) (984)255-7172

**Contract Manager:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

**Contract Manager:** John Porvaznik, [john.s.porvaznik2nfg@army.mil](mailto:john.s.porvaznik2nfg@army.mil) (984) 664-8010

**6.1 CONTRACT MANAGER**

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:	

**6.2 CONTINUOUS IMPROVEMENT**

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

**6.3 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.

**6.4 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.

**6.5 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 a 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.

## **6.6 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 done through the contract administrator.

## **6.7 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

**ATTACHMENT A: PRICING FORM**

**Vendor shall furnish labor, transportation, equipment as may be required to preventive maintenance services for HVAC Systems in accordance with the terms and conditions and Scope of Work fully incorporated herein.**

Line Item	Location	Year 1		Optional	Year 2		Optional	Year 3	
		Quarterly Price	Annual Price	Quarterly Price	Annual Price	Quarterly Price	Annual Price		
1	Wilmington	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
2	Morganton	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
3	Greensboro	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
4	Charlotte	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

Line Item	Description	Year 1 Hourly Rate	Optional Year 2	Optional Year 3
5	Non-emergency repairs and services outside the scope of this agreement will be billed at a standard hourly rate. 7:30 am – 4:00 pm (Monday – Friday)	\$ _____	\$ _____	\$ _____
6	Emergency services provided outside of business hours (nights, weekends, holidays)	\$ _____	\$ _____	\$ _____
7	Refrigerant Charges	\$ _____	\$ _____	\$ _____
8	Discount % of parts cost	% _____	% _____	% _____

<b>Location</b>	<b>Physical Address</b>	<b>Contact</b>	<b>Telephone No.</b>
Wilmington	2221 Carolina Beach Rd. NC 28401	SSG. Andrew Buffaloe	984-664-6977
Morganton	5155 Western Ave NC 28655	Sgt. Kevin Wesson	828-292-2694
Greensboro	110 Franklin Blvd. NC 27401	SSG. Miseal Trejo	813-731-6435
Charlotte	4240 West Blvd. NC 28208	Sgt. Eric Speck	984-661-4524

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

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

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

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

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity? Yes  No

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

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

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

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

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

If yes, then provide the following information:

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

**Need more information?**

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

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

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

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

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

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

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

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

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

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

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

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

Vendor shall complete items 1 and 2 below.

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

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

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

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**NOTES:**

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

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

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

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

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

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

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

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

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

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

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

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

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



\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

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

## **ATTACHMENT I: ALCOHOL/DRUG FREE WORKPLACE POLICY**

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It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

### **PURPOSE**

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

### **PROCEDURES/OPERATIONAL GUIDELINES**

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

**ATTACHMENT N: PREA**

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The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another inmate or by staff, volunteer, vendor, contractor or agent. Staff, volunteers, vendors, contractors or agents are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with inmate or juvenile must be professional at all times. Any sexual act between an inmate or juvenile and staff, volunteer, vendor, contractor or agent violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina and federal law neither an inmate nor a juvenile can consent to engage in sexual activity with staff, volunteers, vendors, contractors or agents. Any such activity is considered to be against the will of the inmate or juvenile in the eyes of the law – without respect to what the inmate or juvenile might say. Additionally, it is a crime to sell or give any inmate or juvenile any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; to convey to or take from an inmate or juvenile any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with an inmate or juvenile for clothing or stolen goods or to sell an inmate or juvenile any article forbidden by rules or DPS policies. As a valued employee of DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to [prea@doc.state.nc.us](mailto:prea@doc.state.nc.us), or the DPS Communications office at (800) 368-1985.

By signing this Agreement, you acknowledge that you understand and will abide by this policy as outlined above.

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Signature

Date

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Printed Name

Title