



STATE OF NORTH CAROLINA

Department of Administration

Invitation for Bid #: 13-DOA2122853738

Water Chemical Treatment Program 2026

Date of Issue: May 26, 2026

Bid Opening Date: June 10, 2026

At 2:00 PM ET

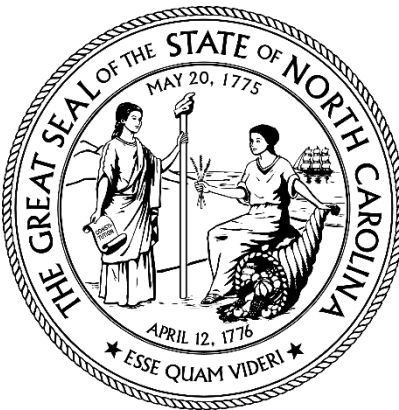
Direct all inquiries concerning this IFB to:

Sandra Bryant

Procurement Specialist II

Email: sandra.bryant@doa.nc.gov

Phone: 984-236-0075



STATE OF NORTH CAROLINA

Invitation for Bid

13-DOA2122853738

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://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA Department of Administration	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.7 for details.	Invitation for Bid No.: 13-DOA2122853738
	Bids will be publicly opened: June 10, 2026 @ 2:00 pm
Using Agency: Facility Management Division	Commodity No. and Description: 721510 - Boiler and furnace construction and maintenance services
Requisition No.:	

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:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

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Vendor: _____

VALIDITY PERIOD

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

ACCEPTANCE OF BIDS

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

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

The attached certification, by _____.

(Authorized Representative of (Department of Administration)

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1.0 PURPOSE AND BACKGROUND

The NC Department of Administration, Facility Management Division, is responsible for providing a safe and healthful work environment for employees and the public in a cost-effective manner. This mission is accomplished by performing routine, preventative and emergency maintenance of state facilities.

Facility Management Division is seeking a qualified Vendor to provide a complete service-oriented water treatment program. The water treatment program will include boilers as specified herein. In addition, the water treatment program will include all chemical products, and professional consulting services.

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”).

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

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: 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

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Vendor: _____

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	May 26, 2026
Site Visit	State	June 3, 2026 @ 10:00 am
Submit Written Questions	Vendor	June 4, 2026 @ 2:00 pm
Provide Response to Questions	State	June 5, 2026
Submit Bids	Vendor	June 10, 2026 @ 2:00 pm
Contract Award	State	TBD

2.5 BID OPENING

The Department of Administration will be conducting live bid openings over Microsoft Teams conference call. Below is the call-in information for this procurement’s bid opening scheduled for June 10, 2026 @ 2:00 pm.

Microsoft Teams Meeting

Join: <https://teams.microsoft.com/meet/287029310781451?p=fmTVy73X18Yud61NOC>

Meeting ID: 287 029 310 781 451

Passcode: as2tq7JL

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 984-204-1487,,793741147#](tel:+19842041487793741147) United States, Raleigh

[Find a local number](#)

Phone conference ID: 793 741 147#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 119 894 220 8

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

2.6 MANDATORY SITE VISIT

Date: June 3, 2026
 Time: 10:00 am
 Location: 431 N. Salisbury Sreet
 Conference Room
 431 N. Salisbury St, Raleigh, NC 27603
 Contact #: Marc Mayo @ 919-749-4351

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site visit. 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 SITE 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 THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

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

2.7 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 # 13-DOA2122853738 – 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.

2.8 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.

2.9 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) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Completed version of ATTACHMENT A: PRICING
- e) Vendor's response to Section 4.5 VENDOR REQUIREMENTS
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.10 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.11 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.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

DOA – Department of Administration

FMD – Facility Management Division

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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 within this document 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.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 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.

4.3 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.

4.4 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. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Bid.

4.5 VENDOR REQUIREMENTS

Vendor shall submit information requested below with its response to this IFB and shall upload its response within the sourcing tool. The information submitted will be considered if the Vendor meets the minimum requirements of this contract.

4.5.1 Vendor Information and Experience: Vendor shall demonstrate its experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor must be a company normally engaged in selling water treatment chemicals and services for boiler systems. Vendor should list current and past contracts to demonstrate a minimum of 10 years of experience with providing services to entities similar or greater in size and complexity to the State of North Carolina. Personnel required under this contract shall be one primary field engineer plus 2 alternate engineers with a minimum of 10 years (or equivalent) each in specifying and managing industrial water treatment programs for boilers.

4.5.2 Licenses and Certifications: Vendor shall return with its response a copy of its Certificate of Chemical Standards and a copy of its ISO 9001 Certification. All certifications must be current and maintained throughout the life of the contract.

4.5.3 Insurance: Vendor shall return with its response Proof of Insurance required under 4.9.B.

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

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

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

4.8 VENDOR’S REPRESENTATIONS

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

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Vendor shall maintain required insurance below throughout the life of this contract.

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

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

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

- a) Property Damage Insurance in an amount not less than \$500,000 on account of one accident;
- b) Product Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$5,000,000 aggregate to cover the improper application of chemicals.

4.10 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.11 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from

the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor has registered with the North Carolina Secretary of State: Yes No

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL SPECIFICATIONS

5.1.1 OBJECTIVE

The Facility Management Division in Raleigh is requesting proposals from firms that can provide a complete service-oriented water treatment program. The water treatment program will include boilers as specified herein. In addition, the water treatment program will include all chemical products, and professional consulting services to accomplish the following:

1. Reduce steam, electrical and makeup water consumption through improved heat transfer efficiency. This is to be accomplished by minimizing corrosion, fouling, and microbiological growth which creates deposits on heat transfer surfaces.
2. Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling or microbiological activity.
3. Provide professional, knowledgeable and involved sales/service personnel to ensure program success.
4. Accurately monitor program results and communicate appropriate recommendations with quantifiable business-oriented justifications.
5. Thoroughly and continually train designated Facility Management Division personnel on the implementation and control of the program.
6. Provide competitive water treatment program costs.

5.1.2 DELIVERY

24-hour notification of delivery is required. Deliveries must be between the hours of 8:00 AM and 4:00 PM, Monday through Friday at the following locations in Raleigh, NC:

DHHS	1915 Health Services Way, Raleigh, NC 27607
Steam Plant Building #13	3320 Garner Road (TAILGATE DELIVERY REQUIRED)
Art Museum	2110 Blue Ridge Road, Raleigh NC
New SBI Laboratory	121 East Tryon Road, Raleigh NC 27603
Central Heating Plant	North McDowell Street
DIT Building	3700 Wake Forest Road

5.1.3 PERSONNEL & EQUIPMENT

The Vendor shall furnish all necessary personnel, and any equipment for the performance of the work under the contract. The Facility Management Division will provide for any electrical or plumbing connections required to operate equipment. Advanced notice by Vendor is required. Specifications of all equipment to be serviced under this contract is listed in Appendix A.

5.1.4 PREMISES PROTECTION

The Vendor shall take proper and adequate measures for the protection of all property and personnel while in the performance of work included in this proposal. Vendor shall be held responsible for the protection of all walks, drives, grounds and building and glass surfaces. Any damages will be repaired at the expense of the Vendor. Vendor shall assume liability for the wrongful act(s) and for negligence of its employees while engaged in the performance of the contract.

5.1.5 SAFETY, REGULATIONS and LAWS

All work under this contract shall conform to the North Carolina State Building Code and other state, local and national codes as are applicable. All persons, firms or corporation engaged in the business of this contract shall be appropriately licensed as a contractor in the State of North Carolina and meet all specific requirements of this document.

The Vendor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standard pertinent to the work specified herein. Vendor shall comply with all laws, licenses, ordinances, rules and regulations bearing on the conduct of his work.

5.1.5 PRICE ADJUSTMENTS

If a substantial increase in the usage of water treatment-products occurs as a result of equipment and/or accessory failure, the Vendor may request an addition to the monthly cost for that location. The Vendor must submit justification and any documentation to substantiate the requested increase. The State reserves the right to accept, reject, or negotiate the request (in whole or in part) for an additional amount.

5.2 PROGRAM ADMINISTRATION

5.2.1 PERSONNEL REQUIREMENTS

The Vendor personnel/representatives working under this contract shall be full-time employees of the Vendor. The personnel shall be familiar with all aspects of water treatment as specified herein and only these individuals will represent the Vendor regarding services for this contract unless otherwise specifically authorized. Personnel required under this contract shall be one primary field engineer plus 2 alternate engineers available on 24-hour notice and able to visit plant within 2 hours under emergency situations.

5.2.2 ADMINISTRATION NOTEBOOK

Organization is the key to a well-run water treatment program. In order to have quick access to all technical and safety information regarding the water treatment program, we require that the Vendor provide an Administration Notebook, at the very least, this notebook must contain an outline of the chemical program, all chemical control procedures, log sheet, product bulletin, material safety data sheets, product labels, hazardous materials labels, and appropriate material data sheets, feed and control equipment specifications and service reports.

5.2.3 TRAINING

The training provided by the Vendor shall include the proper handling, storage and disposal of all recommended chemical products, how to perform tests and monitor chemical program training his/her firm will provide to the Facility Management Division's staff. The vendor shall provide training to the Contract Manager after initial award and as requested, such as when there are updates or new chemicals.

5.2.4 HEALTH AND SAFETY

Vendor must provide Material Safety Data Sheets to ensure a safe work environment for Facility Management personnel and to comply with all state and federal laws concerning the handling of hazardous materials. A Material Safety Data Sheet must accompany all first time orders. Vendor must operate a 24-hour, 7-day per week emergency accidents program involving its products.

5.3 TASKS AND DELIVERABLES

5.3.1 PROGRAM START UP

During the first nine (90) days of the contract, all equipment, except closed loop systems, listed for that location in Appendix A shall have the existing scale on the heat transfer surfaces (by an acceptable scientific method) measured by the Vendor. All measurements shall be taken in the presence of the Plant Maintenance Supervisor or his/her representative. The Vendor shall have sufficient notice of each equipment inspection so that the representative may be represented at each inspection for verification.

After the quantity of scale has been determined and agreed upon by all parties, the Vendor shall submit to the Plant Maintenance Supervisor a written statement providing the quantity of scale, exact location(s) of the measurement(s), the procedure(s) used to determine the quantity of scale and the effect it will have on the efficiency of the equipment. The Plant Maintenance Supervisor will sign the statement to acknowledge that he/she is in agreement with its content.

The Vendor shall forward a copy of the statement to Facility Management. This signed statement will establish a reference point which will be used after subsequent equipment inspections to determine the effectiveness of the water treatment program for that piece of equipment.

The Vendor shall recommend to the Plant Maintenance Supervisor in writing whether the heat transfer surfaces should be cleaned on-line or off-line. The appropriate representatives of the Facility Management Division will determine if the quantity of scale is acceptable and if the heat transfer surfaces should be cleaned on-line or off-line

Also, during that time period, the Vendor shall perform any tests necessary to determine that all hot water loops, listed for that location, are sufficiently treated to prevent corrosion. The Vendor shall recommend to the Plant Maintenance Supervisor or his/her representative which closed loop systems should be opened and inspected by the Facility Management Division personnel. The Vendor shall provide the Plant Maintenance Supervisor in writing the results from all tests, recommended closed loop systems requiring inspection, the closed systems requiring water treatment and the recommended treatment. The Vendor shall not administer any water treatment products until he/she has received approval from the Plant Maintenance Supervisor.

The Vendor shall forward a copy of all test results and recommendations to:

Plant Maintenance Supervisor /Contract Manager
Marc Mayo
431 N. Salisbury Street
Raleigh NC 27603
919-749-4351

5.3.2 DRUM HANDLING AND CHEMICAL INVENTORY, DRUM DISPOSAL

The Vendor is responsible for the chemical inventory at each location. The Vendor shall supply chemicals at least two weeks before an anticipated need arises. Excessive amounts of chemicals shall not be stored at any location. The Vendor shall be responsible for handling, removing and disposing of all empty chemical drums as can reasonably be expected. At the end of the contract, the Vendor shall have thirty (30) days to remove all remaining full, partially full and empty chemical drums and equipment that the Vendor has furnished to each location.

5.3.3 LABORATORY SERVICES

The Vendor shall be able to perform a wide array of analytical work to facilitate monitoring, control, and trouble-shooting of the Facility Management Division's systems. Laboratory services may be provided by a subcontractor Laboratory services which shall be required include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis, and metallurgical analysis.

5.3.4 EQUIPMENT INSPECTION

Thorough equipment inspection is important in determining the condition of Facility Management Division boilers. The Vendor shall provide a written statement of the condition of equipment made available for inspection. The Vendor must also provide the Facility Management Division with photographs of equipment internals for each inspection. On the back of all photographs, the Vendor shall include a date, equipment identification and a description of the photograph.

5.3.5 WATER TREATMENT PRODUCTS

The Vendor is encouraged to use the existing supply of water treatment chemicals until such chemicals are depleted. If existing chemicals are used, the Vendor shall accept the responsibility for its performance.

All water treatment products recommended by the Vendor shall be in the liquid form unless specified and of the type suitable for discharge into the existing drain lines of each facility without additional permitting and without adversely affecting the operation of City of Raleigh's waste water treatment plants.

Boiler water additives used in equipment which produces steam that comes in contact with food shall comply with section 173.31 of title 21 of the Federal Regulations.

All products used for biological control shall have a current Environmental Protection Agency registration number. Tributyltin oxide (TBTO) shall not be used in any facility.

The Vendor shall assure that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic materials in the equipment being treated when used in accordance with the Vendor's instructions. The Facility Management Division will inform the Vendor of the materials contained in the system upon request.

5.3.6 BOILER INSPECTIONS

Vendor's representative shall internally inspect the boilers annually, when they are open for inspection by the Facility Management Division and at other unscheduled openings. Photographs of equipment internals must be taken and an ongoing record with photos must be kept. Representatives will be notified of these openings one week in advance.

5.3.7 PROGRAM MONITORING

The Vendor shall provide any and all necessary testing equipment and reagents during the term of this contract. Vendor will retain ownership of said equipment and reagents. The Vendor shall provide a comprehensive chemical testing program with written instructions and test procedures for all control tests. A summary chart with frequency and time of day for each test shall be provided by the Vendor.

5.3.8 SEMI-ANNUAL BUSINESS REVIEW

The Vendor must present a semi-annual review of the treatment program. Vendor's representative shall at this time meet with the designated representatives of the Facility Management Division to discuss all treatment programs, their effectiveness and establish future objectives.

5.3.9 SERVICE VISITS

If equipment at a location is deactivated, either seasonally or permanently, no service visit is required. A written service report stating that all equipment is idle is still required and shall be submitted to the Plant Maintenance Supervisor.

If a location has equipment, except closed loop systems, in operation, the Vendor's representative shall visit that facility a minimum of two (2) times a month for the first six (6) months that the equipment is in operation. After that time period and for the duration of the contract, the Vendor's representative shall visit that facility a minimum of once a month for each month that the equipment is in operation.

Service visit requirements for closed loop systems are covered in the paragraph entitled CLOSED SYSTEMS.

All service visits shall be unscheduled unless otherwise directed or approved by the Facility's Maintenance Supervisor. All site visits shall be made during normal working hours and days from 8:00 AM to 4:00 PM during each service visit, all equipment shall be inspected and analyses necessary to determine that the water treatment program is being administered properly shall be performed in the presence of a representative of the Plant Maintenance Supervisor. Chemical testing of the system must be conducted on site and reported at the time of the testing.

Each visit shall also include a conference with the Plant Maintenance Supervisor or his/her representative to discuss problems arising between visits and the status of the program.

5.3.10 UNSCHEDULED VISITS

Unscheduled visits shall be provided under this water treatment program at no additional cost to the Facility Management Division. However, an invoice can be submitted for an unscheduled visit resulting from improper or inadequate daily maintenance. The Vendor shall submit in the cost proposal an hourly rate and mileage cost for this type of unscheduled visit.

(See Attachment A: Pricing) The Vendor representatives shall be available to the Facility Management Division on twenty-four (24) hour notice and shall be able to visit the facility within twelve (12) hours' notice.

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

A. CONTRACTING AGENCY CONTACT INFORMATION

The State has designated the following roles and responsibilities to the individuals listed below for this contract once awarded:

- 1. **PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.

Sandra Bryant Sandra.bryant@doa.nc.gov. 984-236-0075

- 2. **CONTRACTING AGENCY:** It is the responsibility of the Contracting Agency to ensure all contractual obligations are met and that contract monitoring is documented. Contract monitoring points include, but are not limited to: deliverables, timetables, payment triggers, quality of deliverables and the information and reports the Contractor must produce so performance can be monitored. A corrective action plan shall be implemented by the agency for any contract issues that may arise. Facility Management Division is the identified Contracting Agency for this project.

- 3. **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. 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:	Marc Mayo, DOA – Facility Management, Plant Maintenance Supervisor
Office Phone:	919-733-7866
Mobile Phone:	919-749-4351
Email:	Marc.mayo@doa.nc.gov
Mailing Address	1313 Mail Service Center, Raleigh, NC 27699-1313
Physical Address:	431 North Salisbury Street, Raleigh, NC 27603

- 4. **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.

Department of Administration Fiscal Management Purchasing Office – 984-236-0070

- 5. **VENDOR 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.

Vendor Contract Manager Point of Contact	
Name:	

Office Phone:	
Mobile Phone:	
Email:	

6.2 INVOICES

- a) The Vendor must submit one monthly invoice via email to the Contract Manager.
- b) Invoices must be submitted to the Contract Manager in digital form on the Vendor’s official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor, and the original signature of the Vendor’s project manager.
- e) All invoices must be submitted to the Contract Manager within 90 days of completion of services. Any invoices received after the 90 days, may result in non-payment.
- f) Once awarded, Vendor must submit the following forms per instructions:
W-9 Substitute Form - State Suppliers | NC OSC
Vendor Electronic Payment Form - Electronic Payment Form | NC OSC
Vendor’s tax ID information and remit to address on the submitted W-9 must match its e-Procurement registration to ensure prompt payment.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Business 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.

6.4 CONTINUOUS IMPROVEMENT

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

6.5 MONTHLY REPORTS

The Vendor shall be required to provide Monthly Reports to the designated Contract Manager as determined by the Contract Manager. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically in PDF format. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.6 ACCEPTANCE OF WORK

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

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 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.

6.8 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. www.ncadmin.nc.gov/businesses/fiscal-management

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 done through the Contract Manager.

6.10 ATTACHMENTS

Attachment A: Pricing form is in this solicitation document. All other attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

The remainder of this page is intentionally left blank

Bid Number: 13-DOA2122853738

Vendor: _____

APPENDIX A: EQUIPMENT SPECIFICATIONS

Boiler System Specifications

These specifications and operating conditions must be used in making proposal calculations.

Vendor must submit benefits of the vendors chemical treatment (Oxygen Scavenger, Scale inhibitor, dispersant, alkalinity adjustment, neutralizing amine, closed loop treatment. The price that is to be quoted for each product must be the price that you charge for the quantity and container size that the Facility Management Division could reasonably be expected to buy for a maximum 90-day inventory.

Boiler System Product Specifications

Oxygen Scavenger: The oxygen scavenger is to be a liquid or dry blend of sodium sulfite. The product must contain catalyst to speed reaction time and buffering agents to produce an alkaline feed water pH.

Scale Inhibitor: The scale inhibitor is to be a non-chelant liquid formulation that will prevent the formation of mineral scale on boiler tubes.

Dispersant: The liquid formulation must be capable of dispensing and conditioning mineral and metallic sludge's rendering them fluid and non-adherent so they can be removed by blowdown.

Alkalinity Adjustment: The alkalinity booster must be a liquid.

Neutralizing Amine: The neutralizing amines are to be a liquid blend of amines capable of elevating condensate pH 8.3 - 9.0 in both short as well as extensive systems. DEAE cannot be used at the North Carolina Museum of Art.

Closed Loop Treatment: The hot water loop treatment is to be a liquid multifunctional product containing nitrite for mild steel corrosion inhibition, and tolytriazole for yellow metal corrosion inhibition and borate for pH buffering.

Equipment Location Addresses:

Site No.	FACILITY NAME	FACILITY ADDRESS
1	Central Heating Plant	412 N. McDowell Street 27601
2	Seaboard Building	413 North Salisbury Street 27603
3	Museum of Art – West Gallery	2110 Blue Ridge Road 27607
4	Museum of Art Main Facility	2110 Blue Ridge Road 27607
5	DHHS	1915 Health Services Way, Raleigh, NC 27607
6	New SBI Laboratory	121 East Tryon Road 27603
7	Old Garner Road Complex – SBI Buildings	3320 Garner Road 27610

A. BOILER SYSTEM DESCRIPTIONS

1. CENTRAL HEATING PLANT

Location: 412 N. McDowell Street	
Boiler Manufacturer:	Nebraska
Model	(3) NS E 66 (3) NS E 66
Boiler Type	Water tube
LBS Steam/Hour	75,000# 30,000#
Heating Surface (SqFt)	5,824 2,990
Type of Firing Gas	Natural Gas and #2 Fuel Oil
Water Holding Capacity (lbs.)	24,120 11,852
Horsepower	2,239 1,045
Operating Data	Average Feed Water Temperature 225 @ Feed Water Pumps Boiler Drum Pressure -110 psig Annual Steam Production 131,883 (KLBS) Total

Average Condensate Return (%)	
Condensate Return Temp	156
Total Hot Water Loop Volume (Gal) Est.	
Annual Hot Water Loop Make up (gal)	
Dual tank water softener	926 gal. capacity
Boiler System Equipment	
Heated Feed water	256 degrees after economizer
Annual Consumption	
Gas (cu ft)	272,584 (KCF) Total
#2 oil (gal)	68(KGALS)
Feed water (gal)	15,820,560 = 30.1 gpm

2. SEABOARD BUILDING

Location: 413 North Salisbury Street
<u>Hot water boiler</u>
Boiler Manufacturer: Hurst
Boiler Type: Hot Water
Type of fuel/firing: Natural Gas
BTU/HR: N/A
<u>Operating Data</u>
Feed Water Temp: 155 F

Boiler Drum Pressure:	60 PSI Max
Annual steam production:	N/A
Annual Condensate Return:	100%
Annual return temp est:	125 F
Total hot water loop volume:	N/A
Annual hot water makeup:	N/A
Annual Consumption	
Annual Gas:	N/A
Feed water:	N/A

3. MUSEUM OF ART WEST GALLERY

Location: 2110 Blue Ridge Road, Raleigh, NC		
Hot Water Boilers	Boiler # 1	Boiler # 2
Boiler Manufacturer	Benchmark	Benchmark
Boiler Type	Hot Water	Hot Water
BTU/HR	210,000	210,000
Type of Firing:	Natural Gas	Natural Gas
<u>Operating Data:</u>		
Feed Water Temperature		210 F Max
Boiler Drum Pressure		N/A
Annual Steam Production		N/A
Superheated Steam Temp		N/A
Annual Condensate Return		100% Return
Condense Return Temp		Est. 170 F
Total Hot Water Loop Volume (Gal)		N/A
Annual Hot Water Loop Make up (Gal)		N/A
Boiler System Consumption		
Annual Consumption		
Gas (cu ft)		N/A
#2 oil (gal)		N/A
Feedwater (gal)		N/A

4. MUSEUM OF ART: NOTE: Any chemical (IE S03) must be compatible for steam humidification & harmless to works of art.

Location: 2110 Blue Ridge Road, Raleigh, NC 27607					
Hot Water Boilers	Boiler # 1	Boiler # 2	Boiler # 3	Boiler # 4	Boiler # 5
Boiler Manufacturer	Kelly Patterson PK Themific	Kelly Patterson PK Themific	Kelly Patterson PK Themific	Kelly Patterson PK Themific	Kelly Patterson PK Themific
Boiler Type	Hot Water	Hot Water	Hot Water	Hot Water	Hot Water
LBS Steam/Hour	Varies with humidity demand	Varies with humidity demand	Varies with humidity demand	Varies with humidity demand	Varies with humidity demand

BTU/HR	210,000	210,000			
Type of Firing:	Gas	Gas	Gas	Gas	Gas
Operating Data:					
Feed Water Temperature	250 F Max				
Boiler Pressure	7-10 PSI				
Annual Steam Production	N/A				
Annual Condensate Return	98% return				
Condense Return Temp	140 F				
Total Hot Water Loop Volume (Gal)	N/A				
Annual Hot Water Loop Make up (Gal)	2%				
Boiler System Equipment					
Heated Feed Water	N/A				
Annual Consumption					
Gas (cu ft)	N/A				
#2 oil (gal)	N/A				
Feedwater (gal)	N/A				

5. DHHS

Location: 1915 Health Services Way, Raleigh, NC 27607				
Hot Water Boilers	Boiler # 1	Boiler # 2	Boiler # 3	Boiler # 4
Boiler Manufacturer	Endura 6000 Plus	Endura 6000 Plus	Endura 6000 Plus	Endura 6000 Plus
Boiler Type	Hot Water	Hot Water	Hot Water	Hot Water
MBH	10,500	10,500	10,500	10,500
Type of Firing:	Natural Gas	Natural Gas	Natural Gas	Natural Gas
Operating Data:				
Feed Water Temperature	188 F			

Boiler Drum Pressure	40 PSI		
Fuel Type	Natural Gas		
Horsepower	300		
Condensate Return	100% Return		
Annual Gas	N/A		
#2 oil (gal)	N/A		
Feedwater (gal)	N/A		
Boiler System Consumption			
Annual Consumption			
Gas (cu ft)	N/A		
#2 oil (gal)	N/A		
Feedwater (gal)	N/A		

6. NEW SBI LABORATORY

Location: 121 East Tryon Road, Raleigh, 27603		
Hot Water Boilers	Boiler # 1	Boiler # 2
Boiler Manufacturer	Cleaver Brooks CB700-350-125	Cleaver Brooks CB700-350-125
Boiler Type	Fire Tube	Fire Tube
LBS Steam/Hour:	125 # /hr	125 # /hr
Type of Firing Gas	14700 cu ft/hr	14700 cu ft/hr
Water Holding Capacity (lbs.)	185 5 gal - normal/2410 gal - flooded	185 5 gal - normal/2410 gal - flooded
Horsepower	350 HP	350 HP
<u>Operating Data:</u>		
Feed Water Temperature	Design 250 F/Operating 175 F	
Boiler Drum Pressure	60 psi	

Annual Steam Production	N/A
Superheated Steam Temp	N/A
Annual Condensate Return	100% Return

7. OLD GARNER ROAD COMPLEX – SBI BUILDINGS

Location: 3320 Garner Road , Raleigh, NC 27610			
Hot Water Boilers	Boiler # 1	Boiler # 2	Boiler # 3
Boiler Manufacturer	Bryan Flexible Tube	Kewanee Fire Tube	Kewanee Fire Tube
LBS Steam/Hour		10,000	16,000
Heating Surface (SqFt):	303	1,429	2,000
Type of Firing:	Gas, No. 2	Gas, No. 2	Gas, No. 2
Water Holding Capacity lbs.		1,460 gallon	2,000 gallon
Horsepower:		250	400
<u>Operating Data:</u>			
Feed Water Temperature: Boiler 1 -157 Boiler 2 -157 Boiler 3 157			
Boiler Drum Pressure Boiler 1 -50 Boiler 2 -50 Boiler 3- 50			
Annual Condensation Return 82% Return			

ATTACHMENT A: PRICING FORM

SECTION A: The Vendor shall submit in this pricing form monthly rate for each site to administer this contract as specified here in. All delivery and transportation charges for chemicals shall be included in the bid price.

Site No.	Facility Name	System Type	Monthly Cost	Annual Cost (Monthly x 12)
1	Central Heating Plant	Steam Boiler		
2	Seaboard Building	Closed HW System		
3	Museum of Art – West Gallery	Hot Water		
4	Museum of Art Main Facility	Hot Water		
5	DHHS	Closed Hot Water System		
6	New SBI Laboratory	Hot Water		
7	Old Garner Road Complex – SBI Buildings	Steam Plant		
A. Total Annual cost for complete program management				

SECTION B: Vendor shall submit in this pricing form an hourly rate to include milage for unscheduled visits per section 5.3.8. The State will estimate the annual amount of 40 hours in the evaluation of costs for this contract.

UNSCHEDULED VISITS	Hourly Rate	B. Evaluation Cost 40 hours annually (hourly rate x 40)
Vendors hourly rate to include milage per section 5.3.8 Unscheduled Visits		

SECTION C: Vendor shall submit its Total Annual Costs

TOTAL ANNUAL COSTS (A+B)	
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