



STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Invitation for Bid #: 46-DNCR-26-2138 REPOST

HVAC Maintenance for Museum of the Albemarle

Date of Issue: January 23, 2026

Bid Opening Date: February 6, 2026

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Dwayne Alston

Procurement Specialist

Email: dwayne.alston@dncr.nc.gov

Phone: 919-814-6734



STATE OF NORTH CAROLINA

Invitation for Bid

46-DNCR-26-2138 REPOST

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 Natural and Cultural Resources	
Refer <i>ALL</i> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See Section 2.7 for details: Dwayne Alston	Invitation for Bid No.: 46-DNCR-26-2138 REPOST
	Bids will be publicly opened: February 6, 2026, at 2:00 PM ET
Using Agency: DNCR, Museum of the Albemarle Requisition No.: RQ248330	Commodity No. and Description: 721512 - Heating and cooling and air conditioning HVAC construction and maintenance services

EXECUTION

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

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

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

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

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

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

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

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

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

Failure to execute/sign bid prior to submittal shall render bid invalid and it SHALL 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:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) 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 the Department of Natural and Cultural Resources)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Natural and Cultural Resources (hereafter, "Department") requires a qualified Vendor to provide full coverage HVAC maintenance for Museum of the Albemarle. Museum of the Albemarle is located at 501 South Water Street, Elizabeth City, NC 27909.

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

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on April 20, 2026, or the date of final Contract execution (the "Effective Date"), whichever is later.

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 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 non-responsive.

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	January 23, 2026
Hold Site Visit	State	January 29, 2026, at 11:00 AM ET
Submit Written Questions	Vendor	January 30, 2026, at 12:00 PM ET
Provide Response to Questions	State	February 2, 2026, by 4:00 PM ET
Submit Bids	Vendor	February 6, 2026, at 2:00 PM ET
Contract Award	State	To Be Determined

The Department of Natural and Cultural Resources will be conducting live bid openings over conference call. Below is the call-in information for this procurement’s bid opening scheduled for Friday, February 6, 2026, at 2:00 PM ET.

Call-in telephone number: 1-984-204-1487
 Phone Conference ID number: 738 513 496#

2.5 SITE VISIT

Urged and Cautioned Site Visit

Date: January 29, 2026
 Time: 11:00 AM Eastern Time
 Location: 501 South Water Street
 Elizabeth City, NC 27909
 Contact: Paul Vincent
 Contact #: 252-331-4025

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

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

2.6 BID QUESTIONS

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

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 # 46-DNCR-26-2138 REPOST – 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 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 versions 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. (Sections 4.8 License, 5.1 Specifications and 6.1 Contract Manager and Customer Service)
- 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. ATTACHMENT ONE: HVAC EQUIPMENT LIST

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. 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.

2.10 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:

- A. Procurement Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- B. Contract Manager: Representative of the Department of Natural and Cultural Resources 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.

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 and upload it to 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 FORM 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

The vendor shall upload at least three (3) references to the Sourcing Tool, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has 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, the 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 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.

4.6 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.

4.7 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.

4.8 LICENSE

Vendors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

Vendor shall have a current North Carolina HVAC License from North Carolina State Board of Examiners of Plumbing, Heating, and Fire Sprinkler Contractors and submit proof of the current License with the Vendor bid response.

Vendor has included proof of an HVAC License from North Carolina State Board of Examiners of Plumbing, Heating, and Fire Sprinkler Contractors with the bid response? YES NO

The remainder of this page is intentionally left blank.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

B. The awarded Vendor shall have commercial liability insurance and provide proof of current insurance within five (5) days of contract award.

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 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 SPECIFICATIONS

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

The Vendor shall:

VENDOR'S RESPONSE		
Item #	Specifications	Product/Service Offered Meets Specification
1	Provide full coverage HVAC maintenance for the equipment included in this contract and Equipment List on ATTACHMENT ONE: HVAC EQUIPMENT LIST. The awarded Vendor will have access to all product information not included in the List but included in a notebook kept onsite. Full coverage of HVAC maintenance includes quarterly and annual onsite maintenance; repairs; newly manufactured parts and components furnished by the Vendor with no additional cost to the State; and applicable warranties for equipment repairs extended by the Vendor and/or manufacturer. The Vendor shall furnish newly manufactured parts	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<p>and equipment to restore HVAC equipment to its original operating condition. The Vendor is not responsible for the total replacement of HVAC equipment. The Vendor shall perform full coverage HVAC maintenance for the equipment at the frequencies listed in Items 5.2 - 5.13 below.</p>	
<p>2</p>	<p>Perform quarterly maintenance of the Airstack 10-ton Air Cooled Chiller one (1) time every three (3) months or four (4) times per year. The annual maintenance and fourth (4th) quarter maintenance may be performed on the same service visit. Quarterly maintenance includes:</p> <ul style="list-style-type: none"> A. Check unit thoroughly for refrigerant leaks. B. Check and calibrate unit safety and operating controls. C. Check and tighten all electrical terminals and check contacts for wear. D. Check oil level in compressor and add as required. E. Check external interlocks, i.e., flow switch, pumps, and fans. F. Check oil sample for acid, wear metals and moisture annually. G. Visually inspect air cooled condenser and clean as required. H. Check both (2) condenser fans. I. Check refrigerant and oil levels and add as required. J. Check operation and refrigerate pressure. K. Check water flow of evaporator. L. Check and adjust unit operating controls. M. Report to Department Contract Manager any uncorrected deficiencies noted and time frame for repair. N. Check and adjust unit operating controls as required. O. Provide condenser service (1) time per year. Condenser service includes brush cleaning and washing condenser coils. P. Provide replacement parts and components which includes all parts, refrigerant, oil, and other materials to complete repairs. Q. Insulate and paint equipment as needed. 	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>3</p>	<p>Perform onsite quarterly maintenance of the boiler one (1) time or every three (3) months or four (4) times per year. The fourth (4th) quarter onsite maintenance and annual maintenance may be performed during the same service visit. Quarterly maintenance includes:</p> <ul style="list-style-type: none"> A. Lubricate motor and shaft bearings. B. Check gas valves against leakage (where test cocks are provided.) C. Check operation of flame safeguard control. D. Check operation of low water cutoff and feed control(s). E. Check settings and test all operating and limit controls. 	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4</p>	<p>Perform onsite annual maintenance of the boiler one (1) time per year. The annual maintenance and fourth (4th) quarter maintenance may be performed on the same service visit. Annual maintenance includes:</p> <ul style="list-style-type: none"> A. Secure and drain boiler. B. Open fireside and open waterside for internal inspection. C. Check heating surfaces and waterside for corrosion, pitting, scale, blister, bulges, and soot. D. Inspect refractory. E. Clean water column sight glass. F. Clean fire inspection glass. G. Disassemble, clean, and inspect low water cutoff control(s). H. Reassemble boiler and low water cutoff control (s) with new gaskets. I. Check blowdown valve packing and lubricate. J. Refill boiler. K. Test safety/relief valve(s) after start-up (full pressure test). L. Clean burner fan wheel and air dampers. M. Clean flame safeguard scanner. N. Clean and/or replace ignition electrodes. O. Check all burner linkage for excessive wear. 	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

	<p>P. Tighten all linkage set screws. Q. Lubricate motor and shaft bearings. R. Check gas valves against leakage (where test cocks are provided). S. Clean contacts in program timer. T. Check operation of flame safeguard control. U. Check operation of modulating motor. V. Check operation of low water cutoff and feed control(s). W. Check settings and test all operating and limit controls. X. Test closed loop water and add chemicals as needed. The Department will provide boiler water chemicals.</p>	
5	<p>Perform onsite quarterly maintenance of the pumps one (1) time every three (3) months or four (4) times per year. Quarterly maintenance includes: A. Lubricate pump bearings per manufacturer's recommendations. B. Lubricate motor bearings per manufacturer's recommendations. C. Tighten all nuts and bolts. D. Check motor mounts and vibration pads. E. Visually check pump alignment and coupling. F. Check motor operating conditions. G. Inspect electrical connections and contactors. H. Check and clean strainers and check hand valves. I. Inspect mechanical seals or pump packing and adjust as recommended by the manufacturer. J. Operate pumps and check efficiency.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
6	<p>Perform onsite quarterly maintenance one (1) time every three (3) months or four (4) times per year of eight (8) Central Station Air Handling Units. Quarterly maintenance includes: A. Check belt tension. B. Lubricate as recommended by the manufacturer. C. Check bearing and motor mounting. D. Check for any excessive vibration or noise. E. Inspect filter(s). F. Flush out condensate lines bi-annually and inspect floor drains and report results to the Department Contract Manager.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
7	<p>Perform onsite quarterly maintenance one (1) time every three (3) months or four (4) times per year of the Variable Air Volume (VAV) Box. Quarterly maintenance includes: A. Inspect the strainer and actuators to ensure they are operating efficiently and according to manufacturer specifications. B. Inspect dielectric unions for leakage and replace them when needed.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
8	<p>Perform onsite quarterly maintenance one (1) time every three (3) months or four (4) times per year of the Water Unit Heaters. Quarterly maintenance includes: A. Inspect for proper operation. B. Inspect fan motors(s), shafts and blades. C. Inspect dielectric fittings for leaks.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
9	<p>Perform onsite quarterly maintenance one (1) time every three (3) months of the Air-Cooled Rotary Liquid Chiller 170-ton. Quarterly maintenance includes: A. Adjust operating controls and record settings. B. Calibrate controls as required. C. Complete operating log of temperatures, pressures, voltages, and amperages. D. Check operation, refrigerant pressures, refrigerant, and oil levels and add as required. E. Check for refrigerant and oil leaks. F. Check condenser fans for proper operation.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

	<p>G. Check operation of compressors H. Check starter operation, voltage, and current. I. Check all condenser fans, bearings, motors, blades, and mounting brackets for proper operation, repair or replace as necessary. J. Set up operating log with operator; instruct and advise troubleshooting techniques.</p>	
<p>10</p>	<p>Perform onsite annual maintenance one (1) time per year of the Air-Cooled Rotary Liquid Chiller 170-ton. The annual maintenance and fourth (4th) quarter maintenance may be performed on the same service visit. Annual maintenance includes:</p> <p>A. Check unit thoroughly for oil or refrigerant leaks. B. Check and calibrate unit safety and operating controls. C. Test the compressor motor Insulation and record readings. D. Check and tighten all electrical terminals and check contacts for wear. E. Check oil level in compressor. F. Tighten motor terminals and control panel terminals. G. Check crankcase heater. H. Check external Interlocks, i.e., flow switch, pumps, and fans. I. Check oil sample for acid and metals. J. Visually Inspect air cooled condenser and clean as required. K. Check all condenser fans. L. Report any uncorrected deficiencies noted. M. Check condition of compressor starter contacts for wear, pitting, etc. N. Test insulation of compressor motor. O. Check sub cooling for proper refrigerant charge. P. Tighten motor terminals and control panel terminals. Q. Check operation of all condenser fans and contactors. R. Check operation of load/unload solenoid valve and temperature controls. S. Visually inspect condenser coils. T. Check external electrical Interlocks. U. Check oil filter pressure drop. V. Perform oil sample and analysis for wear metals, acid content and moisture as recommended by the manufacturer. W. Sample and test closed loop boiler water. Add boiler chemicals as indicated by the test results. The Department will provide the boiler chemicals. X. Provide service tickets to the Department Contract Manager at the end of onsite service visit and prior to the Vendor departing the facility.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>11</p>	<p>Perform onsite annual maintenance one (1) time per year for Condenser Coil Service. Annual maintenance includes:</p> <p>A. Brush and spray coils clean.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>12</p>	<p>Unit Control Panel Labor Warranty</p> <p>A. System component labor warranty shall consist of labor to replace/repair system components that reside In the Tracer Summit architecture. B. The coverage includes the following controllers currently: BCU, PCM, UPCM, TCM, TUC, AH540, and MP control modules.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>13</p>	<p>Perform annual maintenance of the Basic System Evaluation Program one (1) time per year. Annual maintenance includes the following:</p> <p>A. Trane Summit System</p> <ol style="list-style-type: none"> 1) Possess Trane Software to analyze and tune the system as needed to assure maximum energy efficiency and performance. 2) Perform a comprehensive review of the Tracer Summit System using the BAS (Building Automation System). The System is designed to allow the technician to thoroughly analyze the 	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

	<p>system operation, generate written reports and recommendations and review with the Department Contract Manager.</p> <ol style="list-style-type: none"> 3) The Vendor/Trane BAS Technician will meet with the Department Contract Manager and review the System event log and establish corrective action based on the information in the event log. This will include review of all System alarms and help determine the source and reason for the alarm. 4) Review the graphics for the facility and help identify areas of expansion or areas in need of enhancement. The Department Contract Manager and Vendor will review the service tickets. <p>B. Airside Systems</p> <ol style="list-style-type: none"> 1) Review operating sequences and practices for covered airside systems. 2) Conduct an initial survey of current systems operating parameters during the appropriate operating season. 3) Review operating sequences to ensure effective environmental conditioning while minimizing the cost to operate the equipment. 4) Include an analysis of the time schedules and any reset schedule(s) in the system versus the sequence of operation. If there are any economizer schedules in the system, they will be analyzed against the sequence of operation established for any change over period. 5) Review the setpoints against the sequence of operation. If there were any energy management routines written in the system, the routines will be checked against the sequence of operation. <p>C. Workstation Evaluation</p> <ol style="list-style-type: none"> 1) Current workstation specifications are listed below. 2) Tracer Summit is Version 17.00.0118, Service Pack 10 3) OS Name: Microsoft Windows 7 Professional Version 6 1.7601 Service Pack 1 Build 7601 4) System Name: FACILITIES-PC 5) System Manufacturer: Dell Inc. 6) System Model: Latitude E5430 non-vPro System Type x64-based PC 7) Processor: Intel (R) Core (TM) i5-3210M CPU @ 2.50GHz, 2501 Mhz, 2 Core(s), 4 Logical Processor(s) 8) BIOS Version/Date: Dell Inc. A07, 10/8/2012 SMBIOS Version 2.7 9) Installed Physical Memory (RAM): 4.00 GB 10) Backup the Tracer Summit database to hard drive and disk ensuring proper database management. 11) Check time of day scheduling, dates, and time settings etc. 12) Check and sync the database between the BCU panel and Summit workstation. 13) Upgrades to the Trane Summit Software will be made by the Department. <p>D. Building Control Unit (BCU) Evaluation</p> <ol style="list-style-type: none"> 1) Evaluate the Building Controls Unit to check all aspects of operation of the BCU. 2) Check volatile and non-volatile memory capacities confirmed that it is not less than 15%. 3) Check the wiring trunks of all communication devices listed on the riser diagram for any errors or communication problems. 4) Check transmit and receive activity to verify proper operation and processor idle time will be recorded. 	
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	<p>E. Multipurpose Programmable Control Modules Evaluation</p> <ol style="list-style-type: none"> 1) Perform a comprehensive analysis of the unit level controller. 2) Check and analyze input/output and communication status. 3) Review and analyze critical control points associated with the specific controller. 4) Identify and perform any corrective measures due to abnormal operating conditions with permission from the Department Contract Manager. <p>F. Application Specific Control Modules Evaluation</p> <ol style="list-style-type: none"> 1) Perform a comprehensive analysis of the unit level controller using the application specific control modules evaluation. 2) Check input/output and communication status and review critical control points associated with the specific controller. 3) Identify any abnormal operating conditions and establish corrective measures as directed by the Department Contract Manager. 	
14	<p>Provide emergency and non-emergency repair service. The Vendor shall furnish newly manufactured Original Equipment Manufacturer (OEM) parts only. Refurbished, remanufactured, and used parts and equipment are not allowed.</p> <p>After a telephone call from the Department Contract Manager the Vendor must call within two (2) hours of the Department Contract Manager’s telephone call and provide on-site service no later than twelve (12) hours after receiving the emergency telephone call.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	<p>Have Vendor personnel sign in and out of the Visitor Log located in the office of the Department Contract Manager. The Vendor shall schedule all onsite service visits with the Department Contract Manager at least 48 hours in advance of the onsite service visits. The Vendor shall sign the Log upon arrival and before the commencement of work, and prior to departure and after all work is complete.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	<p>Provide licensed and trained technicians directly employed and supervised by the Vendor who are qualified to keep the equipment properly maintained and will use all reasonable care to maintain and repair the HVAC equipment in proper, safe, and operating condition according to manufacturer specifications.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	<p>Furnish all necessary equipment, supplies and materials necessary for professionally performing all work in this Contract. Any losses to the Department caused by inferior quality work, equipment or supplies shall be reimbursed to the Department by the Vendor.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	<p>Submit service tickets to the Department Contract Manager and communicate potential problems or repairs to the Department Contract Manager after onsite service visits.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	<p>The Department will:</p> <ol style="list-style-type: none"> 1. Furnish chemicals for the closed loop boiler water treatment. 	

5.2 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

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 AGENCY CONTACT INFORMATION

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.

Department of Natural and Cultural Resources	
Contract Manager	Procurement Lead
Paul Vincent Facility Maintenance Museum of the Albemarle 501 South Water Street Elizabeth City, NC 27909 Phone: 252-331-4025 Email: paul.vincent@dnrc.nc.gov	Dwayne Alston Procurement Specialist NC DNCR, Purchasing Office 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6734 Email: dwayne.alston@dnrc.nc.gov

6.2 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

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

The remainder of this page is intentionally left blank.

6.2 INVOICES

Vendor shall invoice the Using agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Using Agency with one (1) invoice per deliverable, deadline, and invoice amount listed in the payment schedule below. Invoices shall include detailed line-item information to allow the Using Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices, as relevant. Invoice or bill after all the above is complete and work is approved by the Department Contract Manager.

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order Number, Service(s) Descriptions, and Price.

Invoices must be submitted to the following address: Accounts Payable
Department of Natural and Cultural Resources
PO# _____
4605 Mail Service Center
Raleigh, NC 27699-4605

Digital copies of invoices can be emailed to: DNCRaccountspayable@dncr.nc.gov

NO CHANGES/ABSOLUTELY NO VERBAL CHANGES TO THIS IFB. Absolutely no additional fees may be charged including but not exclusive to the fuel surcharges, administrative fees, handling fees, late fees, finance charges, sales tax, and refurbishment fees. Invoices should be billed AFTER services have been rendered, no future billing. Invoices need to match the Purchase Order line for line by labeling PO line 1, PO line 2, etc. A revised invoice can be requested if changes exceed audit standards.

Only services or goods on any contract arising from this IFB can be invoiced against the Purchase Order.

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 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 Department Contract Manager.

Acceptance of Vendor’s work product shall be based on the following criteria:

Work is completed to the satisfaction of the Department Contract Manager.

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.

6.5 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 one (1) month 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.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 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 Procurement Lead.

6.8 ATTACHMENTS

All attachments to this IFB 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.

ATTACHMENT ONE: HVAC EQUIPMENT LIST begins on the next page.

ATTACHMENT ONE: HVAC EQUIPMENT LIST

Qty.	Manufacturer	Equipment Model	Serial Number	Number of Inspections
1	Airstack	Multistack 10 ton	JD-06-48	4
1	Carrier	TRAC 175	4424Q904265	4
8	Trane	MCCB	-	4
35	Trane	VAV Boxes	-	As needed
2	ABB	ABB Drives	-	2
4	Square D	VFD Drives	-	2
1	Summit	Monitoring	-	1
1	Benchmark	2 million BTU Boiler	G-03-1353	1
6	Bell & Gossett	Pumps	-	2
1	Trane	Summit (BAS)	-	6
1	Summit	Software Upgrades	-	-
1	Summit	Unit Control Panel Parts Warranty	-	-
1	Summit	Unit Control Panel Labor Warranty	-	-
1	Summit	Input/Output Parts Warranty	-	-
1	Summit	Input/Output Labor Warranty	-	-
8	Trane	Water Unit Heaters	-	1