

STATE OF NORTH CAROLINA

Department of Health and Human Services

Division of State Operated Healthcare Facilities

Caswell Developmental Center

Invitation for Bid #: 35-23111

ELEVATOR MAINTENANCE

Date of Issue: June 27, 2023

Bid Opening Date: July 17, 2023

At 1:00 PM ET

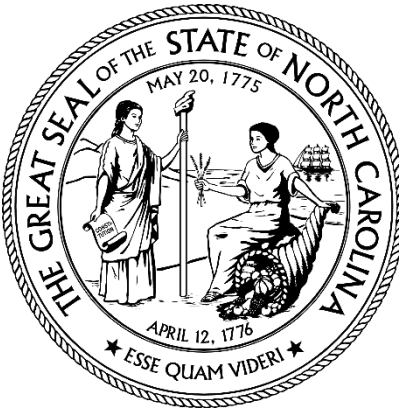
Direct all inquiries concerning this IFB to:

Miriam Lanier

Purchasing Officer

Email: miriam.lanier@dhhs.nc.gov

Phone: 252-208-4275



STATE OF NORTH CAROLINA

Invitation for Bid

35-23111

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA
DHHS – Division of State Operated Healthcare Facilities
CASWELL DEVELOPMENTAL CENTER

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: <i>Miriam Lanier – Purchasing Officer</i>	Invitation for Bid #: 35-23111
	Bids will be publicly opened: July 17, 2023, at 1:00 PM EST Via Microsoft Teams (call in): +1 984-204-1487 , 824807176# United States, Raleigh / Phone Conference ID: 824 807 176#
Using Agency: Caswell Developmental Center	Commodity No. and Description: 721015, Building Maintenance and Repair Services
Requisition No.: PR12618352	

EXECUTION

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

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

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

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

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

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

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

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

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

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: IFB 35-23111

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 Caswell Developmental Center)

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1.0 PURPOSE AND BACKGROUND

The intent of this Invitation for Bids (IFB) is to solicit competitive bids from qualified Vendors and award an Agency Specific Term Contract for the provision of providing elevator preventative maintenance and maintenance services– for Caswell Developmental Center located in Kinston, North Carolina.

Awarded Vendor shall provide preventative maintenance and maintenance services to seven (7) elevators and one (1) wheelchair lift located throughout several locations on the Caswell campus. Caswell may add or delete elevators from this service contract as deemed necessary by the Center. There will be no penalty for deleting an elevator.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on **September 1, 2023, through August 31, 2026.**

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 (1)-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 will not 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 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	June 27, 2023
Hold Site Visit	State	July 6, 2023 @ 9:00 AM
Submit Written Questions	Vendor	July 7, 2023 @ 12:00 PM
Provide Response to Questions	State	July 10, 2023 @ 12:00 PM
Submit Bids	Vendor	July 17, 2023 @ 1:00 PM EST Via Microsoft Teams (call in): +1 984-204-1487,,824807176# United States, Raleigh / Phone Conference ID: 824 807 176#
Contract Award	State	TBA

2.5 SITE VISIT or PRE-BID CONFERENCE

Urged and Cautioned Site Visit

Date: July 6, 2023
 Time: 9:00 AM Eastern Time
 Location: 2415 W. Vernon Avenue
 Engineering Office – Maintenance Department
 Kinston, NC 28504
 Contact #: 252-208-3309

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.

PLEASE NOTE: DUE TO COVID-19, WE ARE ASKING THAT ALL VENDOR REPRESENTATIVES FOLLOW SOCIAL DISTANCING GUIDELINES AND WEAR FACE MASK. WHILE ONSITE, THE WEARING OF A MASK IS A REQUIREMENT.

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 # 35-23111 – 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.

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be

confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

2.8 BID CONTENTS

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

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

- a) 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) Vendor's Response to Section 5.8.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: CONTRACTOR VACCINATION/TESTING REQUIREMENTS
- k) Completed and signed version of ATTACHMENT I: STATE CERTIFICATIONS
- l) Completed and signed version of ATTACHMENT J: STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM

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

- a) **ABUSE REPAIR:** Repairs that are needed as a result of improper treatment or use of equipment which creates maintenance expense beyond normal wear.
- b) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- c) **CONFINED SPACE:** A space with limited entry and egress and is not suitable for human inhabitants.
- d) **CDC:** Caswell Developmental Center.
- e) **DHHS:** Department of Health and Human Services.
- f) **DSOHF:** Division of State Operated Healthcare Facilities.
- g) **LOCKOUT-TAGOUT:** Safety procedure used to ensure that dangerous equipment is properly shut off and not able to be started up again prior to completion of maintenance or repair work.

- h) **MAJOR REPAIRS:** Replacement parts, materials or fluids, plus labor (where the total EXCEEDS \$2,500.00) outside of “normal wear and tear” and outside of the normal and reasonable preventative maintenance schedule of duties needed to resolve a routine or emergency service call.
- i) **MINOR REPAIRS:** Replacement parts, materials or fluids, plus labor (where the total is LESS THAN \$2,500.00) outside of “normal wear and tear” and outside of the normal and reasonable preventative maintenance schedule of duties needed to resolve a routine or emergency service call.
- j) **PREVENTATIVE MAINTENANCE:** A monthly routine for inspecting and servicing equipment with the goal of correcting minor problems as a result of “normal wear and tear” of equipment before major problems develop.

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 purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) 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 with your complete response in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer 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:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

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

4.6 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 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

4.9 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

Pursuant to the North Carolina State Policy on Face Coverings and on Vaccination and Testing, Agencies may require workers who may enter their facilities to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. In addition, the Agency may require Face Coverings in settings that the agency has determined to be high-risk to employees, the public or others. For the purposes of this contract, the Agency has deemed it necessary that the Vendor follow the requirements of this policy and ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities. Each Vendor shall certify its acknowledgement and intent to comply with this policy by completing ATTACHMENT H: CONTRACTOR VACCINATION/TESTING REQUIREMENTS.

The State reserves the right to publish notice in future if the policy is no longer effective and does not apply.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

The successful Vendor shall be required to provide elevator preventative maintenance and maintenance services twenty-four (24) hours per day, seven (7) days a week with the necessary man hours of labor, per month, to provide a full preventive maintenance

program, as specified in this IFB, including all labor, tools, transportation, materials, parts and equipment. Full preventative maintenance shall include, but not limited to, all inspections, adjustments, repairs, replacement of parts, and regular and emergency call backs as necessary to correct existing defects and maintain all elevators in a safe and efficient operating condition that is satisfactory to the State, and in accordance with “as installed” specifications.

Travel, mileage, labor, lodging, meals and any other fees or expenses shall be included in the cost of this proposal.

Labor cost not covered under routine maintenance will be considered neglect/abuse on the part of the Department or any other event or circumstances beyond the Contractor’s control. All neglect/abuse service will require a separate purchase order number and will be obtained by contacting the Administrator of this Contract. Repair ticket/records shall indicate “Cost Not Covered” and be reported to the Facility Plant Operations Department. Emergency repairs require the approval of the Plant Operations Director, Purchasing Officer, or Director of Administrative Services prior to work beginning for any services not covered under this Contract.

The Vendor shall comply with DHHS Environmental, Health and Safety Handbook for Contractors and all Facility Safety Policies and Procedures. Vendors will be required to sign the DHHS Contractor’s Handbook Acknowledgement.

Lockout/Tagout: Lockout/tagout (LOTO) procedures are required for work on equipment where unexpected energization may occur. LOTO Procedures shall comply with 29 CFR 1910.147 Subpart J.

Confined Space Entry: Contractors entering a permit required confined space (PRCS) will be required to supply a copy of their written confined space program and follow their company’s confined space entry procedures. Procedures shall meet all of the requirements in 29 CFR 1910.146 Subpart J.

All elevators under this contract shall be maintained in first-quality operating condition and must comply with the applicable requirements of The American Society of Mechanical Engineers - American Standard Safety Code for Elevators, ANSI-A17.1, and Inspection Requirements, ANSI-A17.2, as well as, all other applicable laws, regulations, ordinances and codes. The American National Standards Institute (ANSI) Code shall be used as a guide for establishing elevators are operating safely. The awarded Contractor shall provide a full maintenance program in accordance with the ANSI standards.

Normal business hours for the Plant Operations Department are Monday through Friday, 7:00 A.M. – 3:30 P.M. Eastern Time. However, the facilities operate 24/7. Vendor shall be required, as part of this contract, to respond within two hours to all service requests, regardless of occurring during normal business hours or after regular business hours.

All equipment is to be bid as is at the time the contract begins. No additional charges other than the fixed cost(s) specified in the proposed cost summary shall be accepted. Only the Department of Labor (DOL) Elevator Division in the course of its periodic inspections can substantiate any defects, perceived or otherwise, to the elevators.

Each elevator and lift were installed according to the Code requirements applicable in North Carolina at the time of installation. Any Code requirements subsequent to the installation of any elevator or lift will not apply.

In addition, Caswell may add or delete elevators as deemed necessary by the State. There will be no penalty for deleting an elevator. Added elevators will be pro-rated for the remainder of the contract period.

5.2 TASKS/DELIVERABLES

1. GENERAL

- a. Contractor agrees to furnish all labor, transportation, materials, parts, supervision, tools and equipment necessary to provide full maintenance service for all elevators, covered by this IFB.
- b. Full maintenance service shall be deemed to include but will not be limited to: all inspections (including monthly Fire Service), adjustments, repairs, replacement of all parts, and regular and emergency call backs as necessary to correct existing defects and maintain all elevators, in a safe, efficient operating condition, satisfactory to the State, and in accordance with “as installed” specifications.
- c. All regular supervisory and maintenance personnel involved on the performance of this contract shall be directly employed by and supervised by the Contractor. No subcontracting of any of the work to be done under this contract is to be made without specific, prior written approval by the State.

- d. All personnel involved in supervision and performance of the work under this contract shall be adequately trained, experienced and competent in their respective assignments to assure that all maintenance and repairs are done in a professional manner and that all elevators are kept in a safe, efficient operating condition.
- e. Contractor agrees to provide emergency callback and repair service seven (7) days a week, twenty-four (24) hours a day for the duration of the contract period, at no additional cost above the contract price. Emergency call back service consist of responding to the facility (responding means being on the job site) within a twenty-four (24) hour period as requested by an authorized representative of the contracting agency to restore an elevator to service in a case where a shutdown or emergency develops between routine maintenance. Under no circumstances will any travel time or mileage expenses be paid by this agency under this contract. **Overtime emergency call back service is included in this contract at no additional cost to this agency.**
- f. Contractor shall guarantee all work required during the contract period for the duration of the contract, and for a period of 90 days after the termination date. Should the State discover during the contract period or within 90 days after termination that any required work has been performed improperly or not performed at all, the Contractor shall, after mailing of written notification by the State, correct said deficiency within 14 days. Failure to correct the defect in 14 days after receipt of written notice, will be construed as default of the contract and the State may attach all or a portion of the performance bond to satisfy the contract requirements by obtaining the work from other sources.
- g. Contractor shall immediately report, to appropriate authorities, any hazard(s) to persons or property which he discovers while on the premises performing the work under this contract.
- h. Contractor personnel shall report in and report out with the Plant Operations Director, or designee, each time a service call is made.
- i. Contractor shall maintain a log or other record in each machine room indicating date, mechanic's initials or signature, services performed and which parts (if any) were replaced.
- j. On a monthly basis, the Contractor shall submit to the Plant Operation Director's Office or other State agencies when requested, a report indicating all work performed during the preceding month. Such report shall indicate the elevator #'s, a catalog of work performed on each elevator, parts replaced, number of emergency call backs and any other pertinent comments concerning the operating condition of any or all elevators.

2. SPARE PARTS

To assume the maximum use of elevators and minimum shutdown time for emergency repairs, the contractor will be required to furnish approved cabinets, to be maintained on the job site for the purpose of housing a Vendor owned supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to or better than original manufacturer's parts. Contractor agrees to allow the inspection of these facilities by the State. A list of all repair parts to include part numbers and manufacture shall be provided to the Plant Operations Supervisor or his designee.

3. QUALIFICATION OF BIDDERS

The importance of maintaining the elevator equipment for the State of North Carolina in line with its original design performance and in safe operating condition requires the service to be performed by an experienced and competent elevator contractor who has satisfactorily maintained elevators of this type and to the degree included in these specifications for at least five (5) years.

A list shall be provided to the State, if requested, that will include the names of personnel directly employed by the bidder, whose responsibility is performing maintenance, giving the length of time each has been employed by the bidder and the amount of experience each has had in maintaining elevators of the same type and manufacture as covered by these specifications.

4. TECHNICAL

A list of any technical information and engineering data shall be furnished by bidder in order to provide the technical capability to perform maintenance specified.

5. TESTS AND INSPECTIONS

The importance of the elevators, covered by this agreement and specifications, demand that they be maintained in satisfactory and safe operating condition at all times. In accordance with the requirements of these specifications, elevators are to be kept capable of providing their initial maximum performance, capacity, and speed.

The State reserves the right to make such test or cause to make such test when advisable to ascertain that the requirements of these conditions are being fulfilled.

6. PERMITS, TECHNICAL DATA AND WIRING DIAGRAMS

Contractor shall provide to the facility Plant Operations Department at the end of the contract a set or reproducible wiring diagrams covering all changes, modifications, etc., which took place during the term of the contract.

7. SCHEDULE

General inspections and routine maintenance shall be completed monthly. The Contractor shall contact the Plant Operations Supervisor, or his designee, at (252) 208-3309 to confirm and to schedule repair/work dates prior to arrival at the facility.

The Contractor shall furnish the State of North Carolina a written schedule of when major service resulting in downtime will be performed at least ten (10) days prior to service.

8. PLANT OPERATIONS CHECK

Each time an elevator is serviced, whether emergency or scheduled, a report on approved form shall be submitted to the facility within forty-eight (48) hours after servicing. This report shall cover all work done at the time of servicing.

9. ADDITIONAL PROVISIONS

Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidental to the operation of the machinery. Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by persons other than Contractor or his employees. If renewals or repairs are required under these conditions, the Contractor will obtain approval from the Plant Operations Director at the facility before any repairs are made. Contractor will submit a price quote to complete the renewal or repair.

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

10. TOOLS AND PROGRAMMERS

Any tools, programmers, instruction or operating manuals etc. that are the property of the State shall not be removed from the premises. The owner will furnish to the Contractor the above referenced tools, programmers, manuals etc., necessary to maintain and/or troubleshoot the elevator system upon written agreement signed by both parties. A Vendor representative shall sign for such items that are entrusted to them in order to maintain accountability of State-owned property.

11. PERFORMANCE REQUIREMENTS

All elevators shall be maintained at a level of performance that is in line with the operating performance as specified in the original, as installed, specifications and in the ANSI A-17.1 and A17.2 codes for elevators. The following performance levels shall be maintained at all times as specified above.

- a. Contract speed and brake to brake flight time.
- b. Leveling accuracy (within a safe level at all times).
- c. Opening and closing times of all hoist way and car doors (allowing an adequate standing time at each floor).
- d. Variable car and hall door hold open times shall be maintained in accordance with the original design. Deviations from this will not be permitted.
- e. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe.
- f. Group Supervisory Systems (Note : The contractor shall be required to periodically test these systems and submit to Plant Operation Director's Office the test data indicating the levels of performance of the system(s) and documentation that the variable and fixed features are operating properly and that all circuits and time settings are properly adjusted.
- g. Light ray devices shall be operable at all times under normal operation.

- h. If it is found that any of the performance standards are (or were) not maintained at any time during the Contract period, the Contractor shall be given immediate written notice to restore the equipment to the required level. Should Contractor fail to take immediate action to correct the deficiency as soon as possible, but no longer than fourteen (14) calendar days from the receipt of written notice, the contract shall be in default and subject to immediate cancellation. At the State's option, all or a portion of the performance bond may be attached to procure the necessary services from other sources to correct the deficiency noted. All requirements written during the contract period by the North Carolina Department of Labor, Elevator Division, that are the responsibility of the elevator contractor, shall be completed on or before the abatement date of the report, or expiration of the contract period, whichever is less.

The State of North Carolina will not allow the awarded Contractor to make this determination.

12. INSPECTION

Contractor will make inspection of work with customer at any time. The State reserves the right, under the contract, to determine whether service is satisfactory. Failure to satisfactorily perform any or all services outlined in the contract will be grounds for cancellation. Contractor will furnish as required, at no cost to the State, personnel to accompany the State Elevator Inspector if and when requested, as it relates to performance of work required by the contract.

13. JOB CONFERENCE

The Contractor will make himself available for a conference on the past month(s) performance of the contract with a representative of the facilities Plant Operations Department at least every ninety (90) days.

14. COST NOT COVERED SUMMARY

Labor cost not covered under routine maintenance will be considered neglect/abuse on the part of the Department or any other event or circumstances beyond the Contractor's control. All neglect/abuse service will require a separate purchase order number and will be obtained by contacting the Administrator of this Contract. Repair ticket/records shall indicate "Cost Not Covered" and be reported to the facility Plant Operations Department. Emergency repairs require the approval of the Plant Operations Director, Purchasing Officer, or Director of Administrative Services prior to work beginning for any services not covered under this Contract.

15. MAJOR REPAIRS

Replacement parts, materials or fluids, plus labor (where the total EXCEEDS \$2,500.00) outside of "normal wear and tear" and outside of the normal and reasonable preventative maintenance schedule of duties needed to resolve a routine or emergency service call. **Those scenarios will not be included in the Contract. Those scenarios will require an eProcurement requisition by the Facility to DSOHF Purchasing for processing, quoting and sourcing to a low bidder.**

5.3 SCHEDULE OF MAINTENANCE OPERATIONS

The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this Contract. The schedule constitutes the minimum of operations to be provided. The awarded Contractor must recognize that additional services may be required in order to comply with performance evaluation requirements.

These service tasks are to be performed at least once per month or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment.

1. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops, and brake action. Make corrections as necessary.
2. Inspect and wipe clean all motors, machines, and generators.
3. Inspect controllers, selectors, selector drives and governors.
4. Clean and adjust all controllers and selector contacts. Renew worm contacts and/or shunts where necessary. Check sequence of operation
5. Wipe clean all motor, generator, and exciter commutators, clean and check brush holders. Renew or reset brushes if necessary.
6. Clean and lubricate direction and accelerating switches.
7. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.

8. Clean hoist-way pits and inspect equipment in them.
9. Inspect all door operating equipment including motor bushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
10. Check retiring cam operation and make necessary adjustments or corrections
11. Examine and inspect all wire ropes and fastenings, check and adjust rope tension.
12. Examine traveling cables for wear and position. Repair and/or replace as often as necessary to ensure safe operation.
13. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
14. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
15. Lubricate selector drive screws and guides and clean contacts if necessary.
16. Clean and lubricate automatic slow down and stopping switches on top of cars.
17. Clean car position indicators and adjust if necessary.
18. Inspect, clean and lubricate care guides (unless roller guides are used).
19. Check car fan motors for proper operation.
20. Inspect drive and secondary sheaves, clean if required.
21. Check bearings for proper operation and wear.
22. Examine machine gear teeth for cutting or noise.
23. While riding on top of cars, physically check condition and operation of door locking equipment.
24. Perform electrical test of door interlock circuits.
25. Examine door locks and door closer equipment. Clean door channels.
26. Examine care and counterweight guide shoe and fastenings.
27. Renew gibs or roller when necessary. Lubricate sliding guide shoes.
28. Remove care station cover, blowout, clean or lubricate switches and buttons.
29. Examine, clean with proper solution, and repair as necessary commutator, brushes and motors and regulators.
30. Thoroughly examine and clean starter and control panels.
31. Check, clean and adjust operation of slow-down and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.
32. Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
33. Blowout vacuum controller motors and M.G. Sets.
34. Check machine gear oil, seal and oil leaks, examine gear teeth, and refill with fresh oil as necessary.
35. Check and clean machine brake. Disassemble and replace worn components, reassemble and readjust as necessary.
36. Clean and lubricate hatch door hanger tracks and door arms.
37. Examine car and counterweight wire hoist ropes for wear and condition. Re-rope if necessary.
38. Clean rails, hatch walls, car top, pit overhead sheaves and beams.
39. Examine, lubricate and adjust the following equipment:
 - a. Interlocks
 - b. Car and Hatch Door Operators
 - c. Car and Hatch Door Hangers
 - d. Door Closures
 - e. Signal System and Emergency Power Pack
40. Check bracket bolts for tightness.
41. Perform annual no load safety test.
42. Perform ASA A17.1 five-year safety test (contract speed, full load) is required within the period of the contract by project specifications, and any other test that may be required during your contract period.
43. All parts subject to rust will be painted as required to maintain a presentable appearance.
44. Check monthly to be sure the car lights and alarm system cooperate when on emergency power (emergency power battery pack) as per ANSI A17.1, Rules 211.

5.4 PERFORMANCE REQUIREMENTS

Elevator equipment must be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through his own investigation or that of his representative that these standards are not being maintained, the Vendor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the Vendor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract be reason of default, at the option of the State of North Carolina. The following are performance levels which are part of the original design and which shall be maintained at all times.

- A. Contract speed of all elevators shall be maintained, and brake flight times shall be maintained as originally installed.
- B. Leveling accuracy of all elevators shall be maintained at all times.
- C. Guide rails shall be kept properly lubricated, secured and aligned at all times except where roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
- D. Opening and closing times of all hoist-way and car doors shall be maintained within limits of ANSI A17.1 code, yet assuring minimum standing time at each floor.
- E. Light ray devices shall be operable at all times under normal operation.

In the event acceptance criteria for any Services, work or other deliverables is not described herein or in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such Services, work or other 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 of the Services, work or other deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

Check-In and Check-Out Procedure:

Vendor personnel must sign-in at the location designated and coordinated through the Plant Operations Director or designee regardless of the time, day, or urgency of the call. All technicians must be escorted when entering a "Patient Area".

All repair work must be coordinated with the Plant Operations Director prior to coming on site, and only State facility staff will be able to unlock doors inside the buildings.

Additional Provisions:

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

If renewals or repairs are required under these conditions, the Vendor shall obtain approval from the Maintenance Department Director at the facility before any repairs are made, giving an estimated cost to complete the renewal or repair.

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

5.5 VENDOR WORKPLACE GUIDELINES

- a. Vendor shall wear distinctive uniform or badge while on State property. Badge shall be visible at all times.
- b. The Vendor shall not engage in unnecessary conversation with facility employees or residents.
- c. Absolutely no article belonging to the facility shall be removed from the facility regardless of value or permission given from staff or patients. This includes any items found in the trash.
- d. The Vendor shall provide all necessary safety measures for the protection of all persons on or about the work area. The Vendor shall clearly mark or post signs warning of hazards existing; protect against damage or injury resulting from falling materials, maintain all protective devices and signs throughout the progress of the work.

- e. Vendor shall issue a record of work performed during each site visit to the Facility Plant Ops Director/Designee. The record should encompass the date, time, type of service or repair, part or material replacement if applicable. The Vendor shall obtain a signature of the Facility Plant Ops Director/Designee acknowledging work completed before leaving the facility.
- f. The Vendor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards, which are hereby incorporated into these requirements by reference.
- g. The Vendor shall comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work, including those of the Board of Fire Underwriters, Federal, State and local agencies having jurisdiction.
- h. The Vendor is instructed that it is a violation of North Carolina law to allow any person to bring firearms, alcoholic beverages of any type, or drugs other than those prescribed by a doctor onto the premises including the parking lot of a DHHS facility. Vendor personnel are also requested to remain within the work area at all times during working hours. Roaming around the facility grounds is not permitted and may result in that person being escorted from the site.
- i. Absolutely no shipments of materials, etc., will be received or cared for by any Facility personnel. Shipments coming into the site after working hours will not be received and will be sent back for delivery the next working day.
- j. The Vendor will be responsible for control and accountability of all of his tools, equipment, and materials of construction. The Vendor should control those tools carefully, and account for them daily, and remove them, or secure them to the satisfaction of the Facility Representative at the end of each working day. The Facility reserves the right to request all tools be removed at the completion of each workday.
- k. All Vendor personnel are expected to observe proper conduct on the job site. Indecent language, acts or dress will not be tolerated. Shirts are required at all times. Anyone guilty of such violations will be immediately removed from the project. Smoking is prohibited at the Facility (inside and outside of buildings, the parking lot, and any location of the grounds).
- l. Utility disruptions required by the job shall be coordinated with the Facility prior to the disruption at least 48 hours in advance. Special circumstances may require this notification to be extended.
- m. Noise must be kept minimal or as reasonably achievable.
- n. The Vendor is responsible for the repair of any utility or service disturbed or disconnected. Restoration of utility service is expected within the same day unless alternate arrangements have been accepted by the facility.
- o. Approved storage areas are to be kept organized and free of debris. It is important that all debris be controlled and kept from any area accessible to Residents unless it is under direct and constant observation. Any spills of chemicals or fuel by the Vendor will be his to clean and properly dispose of. The Vendor is required to report any spills to the Facility.
- p. Anytime any Subcontractor is on site, the Vendor must provide supervision.
- q. The Vendor shall notify the Facility Plant Ops Director/Designee of any hazardous materials/chemicals to be brought on site.
- r. The Vendor will use orange mesh fencing or other approved means to segregate and control the work area.
- s. The Vendor shall use extreme caution when moving equipment in or out of the Facility shall coordinate these activities with the Facility Plant Ops Director/Designee.
- t. Site emergency water cut-off locations are available upon request.
- u. With the assistance of the Facility Plant Ops Director/Designee, the Vendor shall use appropriate means to ensure that all tools, supplies, materials, and equipment are safeguarded against acquisition by unauthorized personnel.
- v. The Vendor must understand that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy shall result in immediate termination of this contract for cause.

5.6 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.

5.7 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

5.8 AGREEMENT TO COMPLY

VENDOR'S RESPONSE REQUIRED

Item #	Requirements	Vendor's Response
1	Vendor has read all requirements within Section 5.0 Specifications and Scope of Work.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Vendor agrees that any changes to the Specifications and Scope of Work made through any and all Addenda released in conjunction with the IFB will be complied with.	<input type="checkbox"/> YES <input type="checkbox"/> NO

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 VENDOR 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.

Caswell Developmental Center Contract Manager Point of Contact	
Name:	Marty Hill, Director of Maintenance
Office Phone #:	252-208-3309

Fax #:	252-208-3311
Email:	Marty.hill@dhhs.nc.gov

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

6.2 EMERGENCY CALL BACK

If selected for award, the Vendor shall designate and make available to the State a primary and secondary service technician to be available for emergency call back services who can respond within three (3) hours.

PRIMARY SERVICE TECHNICIAN	SECONDARY SERVICE TECHNICIAN
Name:	Name:
Address:	Address:
Mobile Phone #:	Mobile Phone #:
Alternate Phone #:	Alternate Phone #:

6.3 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically every ninety days (90) with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 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 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Performance Management Reports to the designated Contract Lead at least every ninety (90) days or as requested. This report shall include, at a minimum, information concerning services provided to each elevator and wheelchair lift during the reporting period and problems with equipment, real or anticipated, that need to be addressed. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Word and as needed, either Microsoft Excel or Microsoft PowerPoint. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within thirty (30) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.6 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 Administrator.

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

1. Repeat work orders – no more than two (2) repeat work orders for the same repair issue to be confirmed by the Contract Manager;
2. Number of times elevator(s) are out of service during the month;
3. Response time to request for service.

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.

6.7 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.

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 administrator.

6.10 ATTACHMENTS

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

<https://ncadmin.nc.gov/documents/vendor-forms>

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ATTACHMENT A: PRICING**FURNISH AND DELIVER:**

A fixed price to include all parts, material, labor and travel costs to perform scheduled preventative maintenance services to include lubrication, testing, cleaning, adjustments needed as a result of "normal wear and tear", and elevator inspections and/or examinations for all equipment as listed within this IFB document.

NOTE: The State may add or delete elevators as necessary by the State. There will be no penalty for deleting an elevator. Added elevators will be pro-rated for the remainder of the contract period.

Cost shall be furnished on this attachment or bid will be invalid.

Elevator Maintenance and Service – 1st Year

CASWELL DEVELOPMENTAL CENTER – 2415 W. VERNON AVENUE, KINSTON, NORTH CAROLINA 28504							
CONTRACT YEAR 1 – September 1, 2023 – August 31, 2024							
ITEM NO.	LOCATION	MANUFACTURER	STATE NO.	CAPACITY	NO. OF LANDINGS	Monthly Cost	Annual Cost (monthly cost x 12)
1	Tapp Bldg	Dover-Hydraulic	8541	4000 lbs	3	\$	\$
2	Pate Bldg	Westbrook - Hydraulic	78-RP-2028	3500 lbs	2	\$	\$
3	Central Hospital	Southern - Hydraulic	4262	3500 lbs	2	\$	\$
4	Warehouse	Monarch – Mechanical Drum	1802	2000 lbs	2	\$	\$
5	Lee Bldg	Ohio-Machine Traction	2170	1500 lbs	3	\$	\$
6	Oakwood Bldg	Southern – Hydraulic	80-P-9768	3500 lbs	2	\$	\$
7	Birchwood Bldg	Southern – Hydraulic	9771	3500 lbs	2	\$	\$
8	Chapel	Cheney Wheelchair Lift	86-HL-217	750 lbs	2	\$	\$
TOTAL EXTENDED PRICE YEAR ONE (1):							\$
CONTRACT YEAR 2 – September 1, 2024 – August 31, 2025							
ITEM NO.	LOCATION	MANUFACTURER	STATE NO.	CAPACITY	NO. OF LANDINGS	Monthly Cost	Annual Cost (monthly cost x 12)
1	Tapp Bldg	Dover-Hydraulic	8541	4000 lbs	3	\$	\$
2	Pate Bldg	Westbrook - Hydraulic	78-RP-2028	3500 lbs	2	\$	\$
3	Central Hospital	Southern - Hydraulic	4262	3500 lbs	2	\$	\$
4	Warehouse	Monarch – Mechanical Drum	1802	2000 lbs	2	\$	\$
5	Lee Bldg	Ohio-Machine Traction	2170	1500 lbs	3	\$	\$
6	Oakwood Bldg	Southern – Hydraulic	80-P-9768	3500 lbs	2	\$	\$
7	Birchwood Bldg	Southern – Hydraulic	9771	3500 lbs	2	\$	\$
8	Chapel	Cheney Wheelchair Lift	86-HL-217	750 lbs	2	\$	\$
TOTAL EXTENDED PRICE YEAR TWO (2):							\$

CONTRACT YEAR 3 – September 1, 2025 – August 31, 2026							
ITEM NO.	LOCATION	MANUFACTURER	STATE NO.	CAPACITY	NO. OF LANDINGS	Monthly Cost	Annual Cost (monthly cost x 12)
1	Tapp Bldg	Dover-Hydraulic	8541	4000 lbs	3	\$	\$
2	Pate Bldg	Westbrook - Hydraulic	78-RP-2028	3500 lbs	2	\$	\$
3	Central Hospital	Southern - Hydraulic	4262	3500 lbs	2	\$	\$
4	Warehouse	Monarch – Mechanical Drum	1802	2000 lbs	2	\$	\$
5	Lee Bldg	Ohio-Machine Traction	2170	1500 lbs	3	\$	\$
6	Oakwood Bldg	Southern – Hydraulic	80-P-9768	3500 lbs	2	\$	\$
7	Birchwood Bldg	Southern – Hydraulic	9771	3500 lbs	2	\$	\$
8	Chapel	Cheney Wheelchair Lift	86-HL-217	750 lbs	2	\$	\$
TOTAL EXTENDED PRICE YEAR THREE (3):							\$

TOTAL PRICE, YEAR 1, \$ _____

TOTAL PRICE, YEAR 2, \$ _____

TOTAL PRICE, YEAR 3, \$ _____

TOTAL THREE (3) YEAR VALUE: \$ _____