



# **STATE OF NORTH CAROLINA**

## **DEPARTMENT OF PUBLIC SAFETY**

**Invitation for Bids #: 19-IFB-1430093199-PTW**

**NC VIPER EASTERN NC HVAC MAINTENANCE**

**Date of Issue: January 28, 2025**

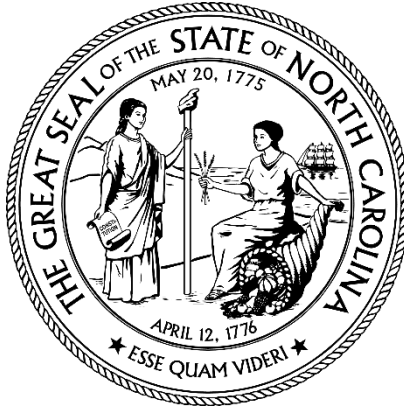
**Bid Opening Date: February 12, 2025**

**At 2:00 PM ET**

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

**Tim Pendergrass**

**Procurement Specialist III**



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**19-IFB-1430093199-PTW**

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

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

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Vendor Name

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Vendor eVP#

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

## STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead (Tim Pendergrass) through the Message Board in the Sourcing Tool. See section 2.6 for details:	Invitation for Bid #: 19-IFB-1430093199-PTW
	Bids will be publicly opened: February 12, 2025, at 2:00pm, ET. Meeting ID: 261 458 161 760 Passcode: pm6Xq7qp
Using Agency: NCDPS: VIPER	Commodity No. and Description: 721512 Heating and Cooling and Air Conditioning HVAC Construction and Maintenance Services
Requisition No.: RQ173096	

### 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:

Bid Number: 19-IFB-1430093199-PTW

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

<b>VENDOR'S AUTHORIZED SIGNATURE*:</b>	<b>DATE:</b>	<b>EMAIL:</b>
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**VALIDITY PERIOD**

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

**ACCEPTANCE OF BIDS**

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

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

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

**(Authorized Representative of NC Department of Public Safety)**

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## 1.0 PURPOSE AND BACKGROUND

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The North Carolina Department of Public Safety is seeking to establish an agency specific contract for HVAC maintenance services for NC VIPER tower sites in Eastern North Carolina. The successful vendor shall perform preventative maintenance on the locations HVAC equipment once a year and then as requested by the Agency.

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

### BACKGROUND

The North Carolina State Highway Patrol has the responsibility of constructing and maintaining the statewide, voice interoperable communications network for NC. This network is called the Voice Interoperability Plan for Emergency Responders (VIPER) and consists of local, state, and federal first responders. This mission is to provide 95% in-street portable coverage using a 3-watt portable radio statewide.

### 1.1 CONTRACT TERM

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

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

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### What is the Ariba Network?

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

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

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

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

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

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions

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

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	January 28, 2025
Submit Written Questions	Vendor	February 5, 2025, by 2:00pm, ET
Provide Response to Questions	State	February 7, 2025
Submit Bids	Vendor	February 12, 2025, by 2:00pm, ET <b>Microsoft Teams</b> <a href="#">Need help?</a> <a href="#">Join the meeting now</a> Meeting ID: 261 458 161 760 Passcode: pm6Xq7qp  <b>Dial in by phone</b> <a href="#">+1 984-204-1487,,688597582#</a> United States, Raleigh <a href="#">Find a local number</a> Phone conference ID: 688 597 582# <b>Join on a video conferencing device</b> Tenant key: ncgov@m.webex.com Video ID: 113 076 930 4 <a href="#">More info</a>
Contract Award	State	To be determined

## 2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB #: 19-IFB-1430093199-PTW – 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.

## 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

## **2.7 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: 6.1 Customer Service
- e) Completed version of ATTACHMENT A: PRICING FORM
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) Completed and signed version of ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY

## **2.8 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.

## **2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

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

## **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

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

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

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more 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) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

### **3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

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

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

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

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

## **4.0 REQUIREMENTS**

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

### **4.1 PRICING**

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### **4.2 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, 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 BACKGROUND CHECKS**

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

#### **4.7 PERSONNEL**

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

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

#### 4.8 VENDOR'S REPRESENTATIONS

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

#### 4.9 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

### 5.0 SCOPE OF WORK

#### 5.1 TASKS AND DELIVERABLES

HVAC Maintenance Scope of Work at Ninety (90) Eastern Tower Sites
<ul style="list-style-type: none"> <li>• Wash and put back any washable filters</li> <li>• Replace non-washable filters with same quality as the current filter</li> <li>• Clean Condenser Coil</li> <li>• Check Evaporator Coil (clean if needed)</li> <li>• Clean Drain Pan</li> <li>• Clean Condensate Lines</li> <li>• Check Electrical Connections</li> <li>• Inspect Thermostat and Controls</li> <li>• Full Cooling Check and Unit Operation</li> <li>• Once all work is completed, provide customer with a typed HVAC Maintenance report detailing by site the following information:               <ul style="list-style-type: none"> <li>○ Site name</li> <li>○ HVAC unit(s) at site with Make/Model (including how many tons)</li> <li>○ Filter size per HVAC unit and whether it's a washable filter</li> </ul> </li> </ul> <p>Important note: Water MUST be provided by the vendor if needed for Scope of Work or anything related to this work. The buildings at our tower sites DO NOT have any access to water.</p> <p><b>All work must be completed within 90 days of award.</b></p> <p>Access to all the tower sites and scheduling of maintenance will need to be coordinated with the State Highway Patrol – VIPER unit, <b>David Hoggard (Eastern Field Staff Supervisor) at <a href="mailto:David.Hoggard@ncshp.gov">David.Hoggard@ncshp.gov</a> or cell (252) 814-4534.</b> No last-minute scheduling of access will be provided since all of our staff have other duties that they perform. Vendor will have seventy-two (72) hours prior notification. All of our sites are behind locked gates and fenced in, therefore an escort is needed for access to the equipment.</p>

Pricing will include labor, travel and all materials needed to perform the scope of work at each site. All repairs needed WILL NOT be part of this purchase but will be handled separately.

	Site Name	County	Latitude	Longitude	Address	City	HVAC equipment at site
1	Bath	Beaufort	35 28 30.4 N	76 51 49.9 W	1342 Hawkins Beach Road	Washington	2 Bards
2	Chocowinity	Beaufort	35 28 57.80 N	77 09 51.60 W	2966 West Barr Road	Chocowinity	2 Bards
3	Windsor	Bertie	36 03 48.9 N	76 58 25.4 W	230 County Farm Road	Windsor	2 Bards
4	Elizabethtown	Bladen	34 34 54.6 N	78 37 34.9 W	US 701 South	Elizabethtown	1 Bard, 1 window unit
5	Lagoon	Bladen	34 34 30.8 N	78 23 27.0 W	3408 Bivens Bridge Road	Kelly	2 Bards
6	Bolivia	Brunswick	34 3 18.85 N	78 9 58.07 W	125 Government Center Drive	Bolivia	2 Bards
7	Pea Landing	Brunswick	33 56 45.0 N	78 32 46.4 W	250 Pea Landing Road	Ash	2 Bards
8	Supply	Brunswick	33 59 48.0 N	78 18 46.0 W	329 Cumbee Rd SW	Supply	2 Bards
9	South Mills	Camden	36 31 02.18 N	76 21 02.11 W	156 McPherson Road	South Mills	2 Bards
10	Kuhns	Carteret	34 48 02.91 N	77 07 01.7 W	382 Great Lake Road	Mayesville	2 Bards
11	Laurel Road	Carteret	34 48 49.9 N	76 38 30.8 W	241 Laurel Road	Beaufort	2 Bards
12	Newport	Carteret	34 45 31.38 N	76 51 19.28 W	Training Grounds Road (SR1252)	Newport	2 Bards
13	Stacy	Carteret	34 52 24.92 N	76 24 54.00 W	1951 Highway 70 East	Stacy	2 Bards
14	Pelham	Caswell	36 31 24.48 N	79 28 36.54 W	853 NC Hwy 700	Pelham	2 Bards
15	Yanceyville	Caswell	36 26 01.9 N	79 20 29.9 W	586 Enterprise Farm Rd	Yanceyville	2 Bards
16	Valhalla	Chowan	36 07 51.1 N	76 39 27.7 W	1421-B Virginia Road	Edenton	2 Bards
17	Delco	Columbus	34 19 17.24 N	78 13 41.39 W	521 TV Tower Road	Rieglewood	2 Bards
18	Nakina	Columbus	34 06 31.85 N	78 39 23.91 W	9822 Seven Creeks Highway	Nakina	2 Bards
19	Whiteville	Columbus	34 20 08.0 N	78 45 11.0 W	2850 Chadbourne Highway	Whiteville	2 Bards
20	New Bern	Craven	35 08 15.4 N	77 07 15.2 W	410 Glen Burnie Rd	New Bern	2 Bards
21	Fayetteville TWC	Cumberland	35 02 44.57 N	78 58 52.3 W	6150 Raeford Road	Fayetteville	2 Bards
22	Slocumb	Cumberland	35 12 28.2 N	78 52 32.09 W	800 Elliott Farm Road	Fayetteville	2 Bards

23	Cedar Creek	Cumberland	34 54 33.0 N	78 43 53.0 W	7109 Cedar Creek Rd	Fayetteville	1 Bard, 1 minisplit
24	Barco	Currituck	36 22 28.0 N	75 57 56.0 W	4263 Caratoke Highway	Barco	2 Bards
25	East Lake	Dare	35 52 16.0 N	75 52 40.4 W	14446 US 64	Mans Harbor	2 Bards
26	Kitty Hawk	Dare	36 04 30.6 N	75 43 06.8 W	4371 The Woods Road	Kitty Hawk	2 Bards
27	Rodanthe	Dare	35 35 00.6 N	75 27 58.8 W	Chicamacomico Fire Dept., 24297 NC-12	Rodanthe	2 Bards
28	Stumpy Point	Dare	35 42 30.20 N	75 46 02.59 W	100 US Highway 264 North	Stumpy Point	2 Bards
29	Chinquapin	Duplin	34 50 30.1 N	77 48 58.08 W	339 Jimmy Tate Williams Road	Beulaville	2 Bards
30	Kenansville	Duplin	34 56 33.6 N	77 59 04.2 W	Intersection Of Highways 11 And 903	Kenansville	2 Bards
31	Kornegay	Duplin	35 03 03.5 N	77 50 42.78 W	2415 North NC 11 Hwy	Kornegay	2 Bards
32	Wallace	Duplin	34 45 13.0 N	77 59 22.0 W	175 Hilton Heights	Wallace	2 Bards
33	Dodge City (Pinetops)	Edgecombe	35 47 59.7 N	77 36 16.6 W	120 Deer Street	Pinetops	2 Bards
34	Fountain	Edgecombe	35 41 36.17 N	77 38 25.23 W	16076 US Hwy 258 South	Fountain	1 Bard, 1 minisplit, 1 window unit
35	Hosley Forest	Franklin	36 13 40.89 N	78 06 21.79 W	E911 - 704 Thomas Jones Road	Louisburg	2 Bards
36	Margaret	Franklin	36 01 41.0 N	78 13 35.0 W	1700 Mort Harris Road	Louisburg	2 minisplits
37	Youngsville	Franklin	36 03 56.1 N	78 29 24.6 W	1108 Bert Winston Road	Youngsville	2 Bards
38	Gatesville	Gates	36 26 12.1 N	76 43 24.8 W	290 US Hwy 158	Gatesville	2 Bards
39	Berea	Granville	36 19 15.9 N	78 44 21.6 W	5624 Old Roxboro Road	Oxford	2 Bards
40	Bullock	Granville	36 29 45.5 N	78 33 13.81 W	3737 Herbert Faucette Road	Bullock	2 Bards
41	Oak Hill	Granville	36 27 39.1 N	78 45 17.5 W	8262 Charlie Stovall Road	Oxford	2 Bards
42	Oxford DOT	Granville	36 19 45.0 N	78 37 47.79 W	5676 Cornwall Road	Oxford	2 Bards
43	Oxford Water Tower	Granville	36 18 31.2 N	78 35 15.6 W	One Spring Street	Oxford	2 Bards
44	Arba (aka Snow Hill)	Greene	35 23 06.38 N	77 42 09.11 W	513 Wheat Swamp Rd	Snow Hill	2 Bards
45	Farmville	Greene	35 33 11.0 N	77 36 04.0 W	8200 Hwy 258 S	Farmville	2 Bards
46	Brinkleyville	Halifax	36 17 28.0 N	77 50 10.0 W	9 NC-48	Enfield	2 Bards
47	Halifax	Halifax	36 19 17.55 N	77 35 10.36 W	335 Farrell Lane	Halifax	2 Bards
48	Scotland Neck	Halifax	36 09 27.14 N	77 30 55.9 W	7635 Old 125 Rd	Scotland Neck	2 Bards



49	Duncan	Harnett	35 33 01.0 N	78 51 04.0 W	SR 1412 - 8494 Christian Light Rd	Duncan	1 Bard, 1 minisplit, 1 window unit
50	Spout Springs	Harnett	35 16 38.1 N	79 04 15.1 W	2305 NC87 South	Cameron	2 Bards
51	Ahoskie	Hertford	36 16 41.2 N	77 00 43.3 W	230 NC 42 West	Ahoskie	2 Bards
52	McCain	Hoke	35 03 27.5 N	79 20 51.1 W	175 Rosefield Dr	Raeford	2 Bards
53	Engelhard	Hyde	35 31 60.00 N	75 58 23.0 W	39970 Us 264	Engelhard	2 Bards
54	Ocracoke	Hyde	35 07 02.0 N	75 59 02.0 W	159 Water Plant Road	Ocracoke	2 Bards
55	Ponzor	Hyde	35 37 47.8 N	76 33 34.58 W	655 Hyde Park Canal Road	Pantego	2 Bards
56	Rose Bay (Swan Qtr)	Hyde	35 27 50.6 N	76 23 1.03 W	220 Sadie Weston Rd	Swan Quarter	2 Bards
57	Archers Lodge	Johnston	35 41 27.0 N	78 19 20.0 W	Thanksgiving Fire Rd @ Antioch Ch Rd	Selma	1 Bard
58	Benson	Johnston	35 23 41.8 N	78 30 29.12 W	770 Hannah Creek Road	Four Oaks	2 Bards
59	Wendell	Johnston	35 44 17.0 N	78 23 19.0 W	16739 Buffalo Road	Wendell	2 minisplits
60	Comfort	Jones	35 00 13.4 N	77 30 29.3 W	139 School House Rd. (NC41 and SR1173)	Comfort	1 Bard, 1 minisplit
61	Kinston	Lenoir	35 13 44.6 N	77 37 12.32 W	272 Central Ave	Kinston	2 Bards
62	Seven Springs	Lenoir	35 12 23.4 N	77 49 45.3 W	336 Jerusalem Church Rd.	Seven Springs	2 Bards
63	Williamston	Martin	35 50 16.6 N	77 05 37.8 W	4003 West Main Street	Williamston	1 Bard, 1 minisplit, 1 window unit
64	Nash DOC	Nash	35 57 58.02 N	78 0 52.98 W	477 DOT Drive	Nashville	2 Bards
65	Eniva	Northampton	36 30 30.1 N	77 36 09.7 W	617 Lebanon Church Road	Garysburg	2 Bards
66	Odom	Northampton	36 19 53.2 N	77 24 54.4 W	Chapel Hill Church Rd. and SR1123	Jackson	2 Bards
67	Old Mill	Northampton	36 24 18.1 N	77 13 44.1 W	201 Buck Boone Road	Conway	2 Bards
68	Holly Ridge	Onslow	34 29 27.8 N	77 33 45.5 W	497 Us Highway 17	Holly Ridge	2 Bards
69	Jacksonville	Onslow	34 49 08 N	77 19 48.0 W	4451 New Bern Highway	Jacksonville	2 Bards
70	Eno Mtn (Hillsborough)	Orange	36 03 42.5 N	79 07 19.0 W	1000 Virginia Cates Road (SR 1183)	Hillsborough	2 Bards, 1 window unit
71	Laws	Orange	36 14 28.3 N	79 07 14.40 W	2677 Hurdle Mills Rd	Cedar Grove	2 Bards
72	Bayboro (VTN)	Pamlico	35 09 49.5 N	76 46 09.2 W	600 N Bay City Road	Bayboro	2 Bards
73	Burgaw	Pender	34 35 06.6 N	77 52 54.8 W	3737 Nc Highway 53 East	Burgaw	2 Bards

74	Scotts Hill (Hamstead)	Pender	34 22 52.36 N	77 42 43.73 W	997 Hoover Road	Hampstead	2 Bards
75	Penderlea	Pender	34 37 47.0 N	78 06 32.0 W	21700 Hwy 421	Penderlea	2 Bards
76	Winfall	Perquimans	36 12 56.65 N	76 2627.20 W	125 Jessup St	Winfall	2 Bards
77	Woodland (aka Hyco Lake)	Person	36 27 38.06 N	79 5 0.97 W	7391 Semora Rd	Semora	2 Bards
78	Mt. Tirzah	Person	36 19 2.24 N	78 51 40.29 W	1851 Mt. Harmony Church Rd	Rougemont	2 Bards
79	Roxboro	Person	36 23 0.24 N	79 00 03.36 W	245 Critcher-Wilkerson Rd	Roxboro	2 Bards
80	Greenville Cemetery	Pitt	35 36 29.15 N	77 20 14.6N	2805 East 2nd Street	Greenville	2 Bards
81	Proctorville	Robeson	34 29 47.5 N	79 01 51.5 W	2375 Fire Tower Rd.	Orrum	2 Bards
82	Newton Grove (New)	Sampson	35 14 15.01	78 22 9.61	1000 Newton Grove Highway	Newton Grove	2 Bards
83	Salemburg	Sampson	35 02 15.3 N	78 29 55.12 W	1544 Salemburg Highway	Salemburg	2 Bards
84	Columbia	Tyrrell	35 53 58.30 N	76 20 47.43 W	521 Racoon Rd.	Creswell	2 Bards
85	Manson	Warren	36 25 07.6 N	78 16 22.6 W	379 Collins Rd.	Manson	2 Bards
86	Warrenton VTN	Warren	36 26 15.18 N	78 07 28.95 W	216 Beef Tongue Road	Warrenton	2 Bards
87	Plymouth	Washington	35 50 37.1 N	76 45 31.6 W	1300 US 64 West	Plymouth	2 Bards
88	Lee Plant	Wayne	35 22 32.5 N	78 05 10.3 W	1677 Old Smithfield Road	Goldsboro	2 Bards
89	Bailey	Wilson	35 44 29.81 N	78 06 55.30 W	4346 NC 581	Bailey	2 minisplit
90	Wilson	Wilson	35 42 33.4 N	77 55 47.2 W	509 Ward Bvd, NC Hwy Commission Dist. Ofc.	Wilson	1 Bard

**Note: Most of our Bard units are either 2 or 3 ton units. In a dual Bard setup, they are running in a lead/lag configuration.**

## 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 CUSTOMER SERVICE

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. For example: scheduling, quality of work, billing, etc.

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

Email:	
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## **6.2 CONTINUOUS IMPROVEMENT**

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

## **6.3 ACCEPTANCE OF WORK**

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

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## **6.4 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.

## **6.5 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.

## **6.6 ATTACHMENTS**

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

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

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.

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**ATTACHMENT A: PRICING FORM**

Vendor shall furnish all necessary parts, labor, transportation, equipment, tools, materials and supplies as may be required to provide HVAC Maintenance for the State Highway Patrol.

**First Time Maintenance (Year 1)**

Item	Qty	UOM	Description	Price Per Site	Total Cost
1	90	Sites	Materials needed to complete Task and Deliverables per section 5.1 The quantity is based on the total number of inspections	\$ _____	\$ _____
2	90	Sites	Labor needed to complete Task and Deliverables per section 5.1	\$ _____	\$ _____

**TOTAL BID AMOUNT: \$ \_\_\_\_\_**

**Additional Visits as Requested (Optional)**

Item	Qty	UOM	Description	Price Per Visit
1	1	Each	Materials needed to complete Task and Deliverables per section 5.1 The quantity is based on the total number of inspections (2 per County) per year.	\$ _____
2	1	Each	Labor needed to complete Task and Deliverables per section 5.1	\$ _____

## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

## **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

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

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

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

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity? ☐ **Yes** ☐ **No**

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

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

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

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

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

If **yes**, then provide the following information:

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

**PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS**

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If yes, then provide the following information:

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

**Need more information?**

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

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

**ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE**

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

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

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

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

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

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



## ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

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

Vendor shall complete items 1 and 2 below.

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

If "YES":

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

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

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### NOTES:

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

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS**

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's Authorized Official

\_\_\_\_\_  
Date

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

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POLICY

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

PURPOSE

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

PROCEDURES/OPERATIONAL GUIDELINES

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

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

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

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

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

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

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

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