



STATE OF NORTH CAROLINA

Asheville Buncombe Technical Community College

Invitation for Bid #: 77-0001356

Elevator Maintenance

Date of Issue: January 29th, 2026

Bid Opening Date: February 17th, 2026

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Eric MacDonald

Procurement and Contract Specialist

Email: ericjmacdonald@abtech.edu

Phone: 828-398-7620



STATE OF NORTH CAROLINA

Invitation for Bid

77-0001356

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

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

Vendor Name

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Asheville-Buncombe Technical Community College	
Refer <u>ALL</u> Inquiries regarding this IFB to: Eric MacDonald ericjmacdonald@abtech.edu 828-398-7620	Invitation for Bid #: 77-0001356
	Bids will be publicly opened: 2/17/2026 at 2:00 PM
Using Agency: Asheville Buncombe Technical Community College	Commodity No. and Description: 721015 Building Maintenance and Repair Services
Requisition No.:	

EXECUTION

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

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

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

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

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

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

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

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

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

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):		

Bid Number: 77-0001356

Vendor: _____

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred and twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

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

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Asheville Buncombe Technical Community College)</p>

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1.0 PURPOSE AND BACKGROUND

Asheville-Buncombe Technical Community College (ABTCC) is seeking proposals from qualified Vendors to provide elevator inspection, testing, maintenance, and repairs services for eighteen (18) passenger and four (4) freight elevators and three (3) chair lifts located across its main Asheville Campus and its Candler-Enka Campus. Given their critical role in providing accessibility, all elevators must be maintained at all times in a safe, functional, and condition compliant with all requirements of the current American Standard Safety Code for Elevators, ANSI-A17.1, and ANSI Inspection Manual, ANSI-A17.2 and all other applicable laws, regulations, ordinances, codes, etc.

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

1.1 CONTRACT TERM

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

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: 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://eprourement.nc.gov/>.

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	January 29 th , 2026
Hold Pre-Bid Meeting/Site Visit	State	February 3 rd , 2026 at 2:00 PM
Submit Written Questions	Vendor	February 6 th , 2026 at 4:00 PM
Provide Response to Questions	State	February 10 th , 2026 at 5:00 PM
Submit Bids	Vendor	February 17 th , 2026 at 2:00 PM
Contract Award	State	TBD

2.5 VIRTUAL PRE-BID CONFERENCE

Mandatory Pre-Bid Conference

Date: 02/03/2026
 Time: 2:00 PM Eastern Time
 Location: **Microsoft Teams meeting**
 Join: <https://teams.microsoft.com/meet/27299539310603?p=MPkzsORaiwWIm8B7DV>
 Meeting ID: 272 995 393 106 03
 Passcode: aM7qL3JK

[Need help? | System reference](#)
Dial in by phone
[+1 323-433-2200,,298023713#](#) United States, Los Angeles
[Find a local number](#)
 Phone conference ID: 298 023 713#
 For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

A-B Tech Contact #: 828-398-7620

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a virtual pre-bid conference. Attendees must sign in promptly or else you will not be admitted into the virtual meeting. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE PRE-BID CONFERENCE, NOR SHALL THEIR BID BE CONSIDERED.

FAILURE TO ATTEND THE MANDATORY VIRTUAL PRE-BID CONFERENCE SHALL RESULT IN VENDOR’S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

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

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

2.6 BID QUESTIONS

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

Written questions shall be emailed to *ericjmacdonald@abtech.edu* by the date and time specified above. Vendors should enter “IFB # 77-0001356: Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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 form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bids(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature 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.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) **Cover Letter, which must include all of the following:** (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) **Title Page:** Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) **Completed and signed** version of all EXECUTION PAGES, along with the body of the IFB.
- d) **Signed** receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) **A Certificate of Insurance** shall be provided with the bid (see Section 5.2).
- f) **All requested items referenced in section 5.3.3 DELIVERABLES.**
- g) Completed version of ATTACHMENT B: PRICING

- h) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- i) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- j) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- k) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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.

Evaluation Criteria	
Evaluation Category	Description
Vendor was Responsive	Vendor sent a complete bid package
Meet Specifications (Sections 5.3, 5.3.1, 5.3.2, 5.3.3)	Vendor provided details and can meet all specifications
Financial Condition (Section 4.2)	Provided certification of financial stability
Attended Mandatory Virtual Pre-Bid Conference (Section 2.5)	Attended planned Mandatory Virtual Pre-Bid Conference (Date TBD)
References (Section 4.4)	Provided 3 references for which they have provided services of similar size and scope

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 the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State’s eVP website 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 and full-service maintenance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT B: PRICING FORM and include in Vendor's response.

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

4.1.1 Import Tariff Temporary Surcharge

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

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this

Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

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

4.3 HUB PARTICIPATION

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

4.4 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.5 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

\$1,000,000.00 Uninsured/under insured motorist

\$1,000,000.00 Medical payment

4.9 SUBCONTRACTORS

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

4.10 SECRETARY OF STATE REGISTRATION

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

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SCOPE

This Invitation For Bid (IFB) is for the maintenance service contract for the elevator systems at the Asheville-Buncombe Technical Community College (ABTCC) Asheville Main campus and Candler-Enka campus. The contract period shall be one (1) year, with an optional two (2) additional one (1) year terms, beginning on 'Date of Award,' unless otherwise terminated as provided herein. Given their critical role in providing accessibility, all elevators must be maintained at all times in a safe, functional, and condition compliant with all requirements of the current American Standard Safety Code for Elevators, ANSI-A17.1, and ANSI Inspection Manual, ANSI-A17.2 and all other applicable laws, regulations, ordinances, codes, etc. The importance of maintaining 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.

Any terms and conditions that a bidder attaches to this bid or final document that take exception to or are in conflict with the terms and conditions contained herein and attached will be grounds for rejections of that bid.

After successful receipt and approval of bid, the invoiced amount will be payable monthly after 'Date of Award'. However, ABTCC may, at its sole discretion, elect to make payment for yearly amount due.

5.2 SPECIFICATIONS

The Maintenance Agreement as herein specified will consist of an **all-inclusive service including, but not limited to**, elevator inspections, examinations, lubrication, testing, cleaning, adjusting, and all major and minor repairs of equipment. All labor and material costs associated with any repair or replacement of a part is considered part of this agreement and there shall not be any additional costs charged to the State unless noted otherwise. For any service that requires additional material and labor costs associated with any individual replacement part the State will pay the Vendor as an additional cost under a separate purchase order.

The Bidder shall bid on all elevators and equipment as is or in present condition. No extras to proposed bids will be considered. No change in price by the contractor will be allowed during the contract period except for additions/deletions to the list of elevators in the original scope of work defined in this IFB.

The parties acknowledge and agree that payment of compensation under this contract, and the continuation of this contract, are contingent upon the allocation and appropriation of funds for the purposes described herein.

A Certificate of Insurance shall be provided with the bid. In addition, a copy of a renewal Certificate shall also be provided prior to expiration date of the insurance coverage.

Under no circumstances will any travel time, mileage, or expenses be paid by ABTCC under this contract. In the event an elevator is out of service - and there is only one elevator in the building - contractor must make special effort to expedite delivery of any required parts not stocked by contractor, and to expedite scheduling of repairs 24/7. If failure is determined to be due to a reason not covered under the maintenance contract cost of repairs shall be covered under provisions of Section 5.4 Additional Provisions.

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.

Addition or Deletion from Units to be Maintained: The elevators to be serviced and maintained under this Agreement are specified on the Bid Form with the individual contract price therefore also designated. Any unit added or deleted by the Owner from said bid form will result in an equitable adjustment to the contract price agreed to in writing by ABTCC and the contractor.

Cancellation: The contract shall be subject to cancellation by ABTCC in the event of unsatisfactory performance or any other default by the Contractor. Such cancellation shall be effective upon at least thirty (30) days prior written notice to the Contractor.

The ninety (90) day guarantee period shall extend for ninety (90) days beyond the effective date of contract cancellation. ABTCC does not prepay for services.

5.3 TASKS

The Contractor under this contract will maintain the entire elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. Contractor will use trained personnel directly employed and supervised by its company. These persons will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in proper and safe operating condition.

Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair, or replace: MACHINE, MOTOR GENERATOR AND CONTROLLER PARTS, including but not limited to Worms, Gears, Thrusts, Bearings, Commentators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frame, Hydraulic Valves, and other parts. These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repair parts, repair part numbers and source of manufacturer to ABTCC as repairs are completed.

Both belt-driven and wire rope elevator systems are included within the scope of this Invitation for Bids (IFB). All bidders shall ensure that both belt and wire elevator units are fully covered under the required full-service maintenance, including but not limited to preventive maintenance, inspections, routine testing, adjustments, repairs, and all labor, materials, tools, and equipment necessary to perform regular maintenance responsibilities.

Contractor will keep the guide rails 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.

Contractor will periodically examine all safety devices and governors and equalize the tension on all hoisting ropes. All safety tests required by the ANSI-A17.1 and the State of North Carolina shall be performed when due and in the presence of a State Official or representative.

Contractor will renew all wire ropes and belts as often as necessary to maintain an adequate factor of safety and repair and/or replace conductor cables.

All lubricants used by the Contractor will be equal to or better than the quality specified by the manufacturer of the equipment.

Contractor will also examine, lubricate, adjust, repair and/or replace the following equipment:

- (1) Interlocks
- (2) Car and Hatch Door Operators
- (3) Car and Hatch Door Hangers
- (4) Door Closures
- (5) Signal System and Emergency Power Pack
- (6) Call phones or station buttons and lights
- (7) Interior panels, lighting grills and other décor that is part of original unit

The following items of elevator equipment are not included in this contract:

- (1) Underground and/or buried piping and jack casing.
- (2) Smoke and fire sensors with related control equipment not specifically part of the elevator controls.
- (3) Refinishing, repairing or replacement of car enclosure, car doors, hoist way door panels, frames and sills, main line power switches, breakers, and feeders to controllers.
- (4) Interior lighting lamps and ballasts that are not part of emergency lighting or signaling system

5.3.1 SCHEDULE OF MAINTENANCE OPERATIONS

The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum of operations to be provided. The successful bidder must understand and agree that additional service may be required in order to comply with proper unit operation requirements.

This service is to be performed at least once per month or more often as required according to the elevator industry standard maintenance requirements to maintain the equipment at proper performance levels. The minimum required inspection and maintenance services include:

- (1) Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make necessary corrections.
- (2) Inspect and wipe clean all motors, machines, and generators.
- (3) Inspect controllers, selectors, selector drives and governors.
- (4) Clean and adjust all controller and selector contacts. Renew or reset brushes if necessary.

- (5) Wipe clean all motor, generator and exciter commentators, clean and check brushes, and 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 working parts of all governors for free operation.
- (10) Inspect all door operating equipment including motor brushes, commentator, belts or chains, contracts, drive vanes and blocks. Clean, lubricate, adjust, or replace as necessary.
- (11) Check retiring cam operation and make necessary adjustments or corrections.
- (12) Examine all wire ropes, belts, and fastenings, check, and adjust rope and belt tension.
- (13) Examine traveling cables for wear and position.
- (14) Examine counterweight and compensatory ropes. Check and adjust compensator switch. Clean compensator.
- (15) Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust, or repair as necessary.
- (16) Lubricate selector drive screws and guides and clean contacts if necessary.
- (17) Clean and lubricate automatic slow down and stopping switches on top of cars.
- (18) Clean car position indicators, adjust if necessary.
- (19) Inspect, clean, and lubricate car guides (unless roller guides are used).
- (20) Check car fan motors for proper operation.
- (21) Inspect drive and secondary sheaves, clean if required.
- (22) Check bearings for proper operation and wear.
- (23) Examine machine gear teeth for cutting or noise.
- (24) While riding on top of cars, physically check condition and operation of door locking equipment.
- (25) Perform electrical test of door interlock circuits.
- (26) Examine door locks and door closer equipment. Clean door channels.
- (27) Examine car and counterweight guide shoe and fastenings.
- (28) Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
- (29) Remove car station cover, blow out, clean, or lubricate switches and buttons.

- (30) Examine, clean with proper solution, and repair as necessary commentator, brushes and brush holders of all small control motors and regulators.
- (31) Thoroughly examine and clean starter and control panels.
- (32) 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.
- (33) Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
- (34) Blow out and vacuum controller motors and M.G. Sets.
- (35) Check machine gear oil, seal any oil leaks, examine gear teeth, and refill with fresh oil as necessary.
- (36) Check and clean machine brake. Disassemble and replace worn components, reassemble, and readjust as necessary.
- (37) Clean and lubricate hatch door hanger tracks and door arms.
- (38) Examine car and counterweight wire hoist ropes and governor ropes for wear and condition. Re-rope if necessary.
- (39) Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check bracket bolts for tightness.
- (40) * Perform annual no load safety test and annual pressure relief valve test.
- (41) * Perform ASME/ANSI-A17.1 five year safety test (contract speed, full load) at the request of the Director of Safety and Facilities Support or the Executive Director of Facilities & Plant Operations and any other tests required within the period of the contract by project specifications.
- (42) All parts subject to rust shall be painted as required to maintain a presentable appearance.
- (43) Check quarterly to ensure the car lights and alarm system operate when on emergency power (emergency power battery pack) as per ASME/ANSI-A17.1, Rule 211.
- (44) Emergency Fireman's Service, Phase I and II operations shall be tested and inspected in accordance with ASME/ANSI 17.1. Smoke detector system shall be checked by others.

***Items 40 and 41 will not be required monthly but as stated.**

5.3.2 PERFORMANCE REQUIREMENTS

It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in accordance with the original design. Should a designated authority find through his own investigation or that of his representative that these standards are not being maintained; the Contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of ABTCC.

The following are performance levels are a part of the original design and shall be maintained at all times:

- A. Design speed of all elevators and chair lifts shall be maintained to meet the elevator manufacturer's performance specifications of each initially installed elevator.
- B. Leveling accuracy of all elevators shall be maintained within a safe level at all times.

C. Opening and closing times of all hoist way and car doors shall be maintained within limits of ASME/ANSI A17.1 yet assuring minimum standing time at each floor.

D. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times during normal working operations.

E. Variable car and hall door hold open times shall be maintained in accordance with original design. Deviations from this will not be permitted.

F. Elevators operating under Group Supervisory Systems shall operate at all times in accordance with design specifications as originally installed. The Contractor shall be required to test these systems a minimum of every month and submit to ABTCC test data indicating performance levels of systems and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.

Emergency fire service operation system shall be tested a minimum of every month to ensure it is functioning properly as required by ASME/ANSI A17.1 and the North Carolina Building code. When necessary, the contractor will aid in setting up and programming the elevators emergency phone systems.

5.3.3 DELIVERABLES

The Contractor shall perform a complete inspection and provide a written report of any defects noted within 30 days of being awarded the contract. The report shall specify any service or repairs required due to current contractor’s failure to perform as required by Special Terms and Conditions paragraph 9 below “Failure to Perform”. A complete inspection and written report shall be provided to ABTCC for further evaluation to determine what steps should be taken in regards to repairs/billing if required.

The Contractor shall furnish all material, labor, supervision, tools, supplies and other expenses necessary to provide full and complete maintenance services and repairs of every description, including inspections, adjustments, tests and replacements for the elevators / lifts as mandated by all local, state and federal statutes, regulations and procedures and as described within this IFB.

The Contractor shall provide:

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

1. **A statement** that they are regularly engaged in the business of installing, and/or servicing elevators of the type and character of equipment covered by these specifications.

2. **A complete description and location** of the nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by these specifications and including the following items:

(A) **A list to include names of personnel directly employed by the bidder**, whose responsibility it is to perform maintenance, giving the length of time each has been employed by the bidder and the amount of experience, type, and manufacturer as covered by these specifications.

(B) **A description of service and warehousing facilities.** Bidder shall note the **maximum lead time** for replacement parts not included in stocked inventory.

Contractor agrees to allow the inspection of these facilities by State personnel.

(C) **A list** of elevator installations, service contracts, and cancellations during the last two (2) years within the State of North Carolina by the bidder.

(D) **A description** of any other factors concerning the bidder’s maintenance program, personnel and service facilities that will substantiate his ability to properly maintain the elevators in a safe, dependable manner.

3. The State of North Carolina and Asheville Buncombe Technical Community College reserve the right to request a copy of the current annual report or certified financial statement prepared by a Certified Public Accountant indicating financial capability to provide the elevator maintenance specified. This information will be kept confidential.
4. Permits, Technical Data, Wiring Diagrams: Contractor shall provide to the State of North Carolina by way of Asheville Buncombe Technical Community College at the end of the contract a set of reproducible wiring diagrams and/or mechanical drawings documenting all changes, modifications, etc. which took place during the term of the contract.
5. Site Inspection: Inspection of equipment is a prerequisite to offering a proposal. Arrangements for inspection will be made available.
6. Number of Man Hours Labor to be Furnished: The successful bidder will be required to provide the necessary hours of labor per month for routine cleaning, inspection, and adjusting service. In addition, the successful bidder shall provide the necessary man hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc., to ensure that the equipment is in good operating condition at all times.
7. Tests and Inspections: Given the life-safety requirements and the critical role of the elevators in supporting students with disabilities, the elevators covered by this agreement must be maintained in safe and satisfactory operating condition at all times, in compliance with the requirements set forth in these specifications. They must remain capable of delivering their designed performance, capacity, and speed. The Owner reserves the right to make such tests or cause to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled.
8. Plant Engineering Check: Each time an elevator is serviced, whether emergency or regular, a report on an approved form shall be submitted to ABTCC within forty-eight (48) hours after servicing. This report shall cover all work done at the time of servicing, including a list of parts repaired or replaced listed by name and part number. Any repairs not covered by the scope of this service contract shall be approved in advance by the Director of Physical Plant or other designated authorized personnel.
9. Failure to Perform: Contractor shall guarantee all work, parts, and materials required during the contract period. Should ABTCC determine that during the contract period, or within thirty (30) days after termination, that any required work has been performed improperly or not performed at all, the Contractor shall, after receipt of written notification from ABTCC, correct said defects within thirty (30) calendar days.
10. Schedule: The Contractor shall furnish ABTCC a written schedule of when major service resulting in downtime will be performed at least thirty (30) days prior to the service. Scheduling of downtime for this service shall be coordinated with and approved in advance of work by an authorized representative of ABTCC.

5.3.4 EMERGENCY CALL BACK SERVICE

The Contractor shall provide 24/7-day emergency call back service to requests by an authorized representative of ABTCC at no additional cost which consists of responding (responding means being on the jobsite) within a one (1) hour period to restore an elevator to service in a case where a shutdown or emergency develops between routine maintenance. One-hour maximum response time is desired on service during normal working hours (8:00 AM to 5:00 PM Monday – Friday ET).

Vendors must state response time, telephone information and location from which service will be provided below.

Bid Number: 77-0001356

Vendor: _____

Maximum response time after receipt of service call: _____

Bidder has toll-free number for service calls: (Yes/No): _____

If yes, state toll-free (800) number: _____

Telephone number for regular business hours: _____

Telephone number for after-hours emergency: _____

Address of service facility: _____

Overtime emergency call back service is included in this contract at no additional cost to ABTCC.

5.3.5 OBSOLESCENCE OF ELEVATOR PARTS

Definition of Obsolescence: Elevator parts, components, or systems shall be considered obsolete when they can no longer be economically produced or procured due to one or more of the following conditions:

- (1) The consistent availability of necessary materials has ceased, making production or repair unfeasible.
- (2) The manufacturing process has been lost, terminated, or fundamentally altered, rendering the component unavailable.
- (3) The original equipment manufacturer (OEM) has formally designated the part as obsolete and no longer supports its production, repair, or replacement.
- (4) A thorough analysis of product reliability indicates that continued production, maintenance, or repair is not economically viable or would compromise safety and performance standards.
- (5) Component costs have escalated beyond industry standards, necessitating the upgrade or replacement of existing equipment with newer alternatives.
- (6) Compliance with updated safety regulations, building codes, or industry standards requires the discontinuation or replacement of the component.
- (7) The component has been in use for twenty (20) or more years, and no direct replacement is available from the OEM or other industry suppliers.

Exclusions: Parts that require rebuilding or repair by third-party entities, particularly those not authorized or certified by the OEM, are excluded from this definition. Repairs or modifications performed by non-OEM parties may introduce safety, reliability, and compliance risks, and therefore, such parts shall not be covered under this clause. Parts or materials that are no longer available from industry suppliers or the OEM. Components that must be replaced to comply with updated safety regulations, building codes, or industry standards.

Action upon Obsolescence: In the event that a critical elevator part becomes obsolete, the responsible party shall promptly notify the ABTCC Director of Safety and Facilities Support or the Executive Director of Facilities & Plant Operations. The notification should include an assessment of the obsolescence, potential risks, and recommended alternatives or upgrades. Replacement or upgrading options should comply with current safety standards and industry best practices.

Responsibility: The responsibility for identifying obsolescence, sourcing alternative solutions, and implementing necessary upgrades shall rest with the designated service provider or elevator maintenance contractor. This responsibility includes ensuring that all replacements or upgrades meet the required safety standards and are performed in accordance with industry regulations and codes.

5.4 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 provide a "Not to Exceed" quote in writing to complete the renewal or repair and will obtain approval from the Executive Director of Facilities & Plant Operations or other authorized ABTCC representative before any repairs are made. If disagreement arises between the Contractor and ABTCC 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.

ABTCC may, by written notice of default to the contractor, terminate the whole or any part of this contract if the Contractor fails to perform as required herein or if the Contractor does not cure such failure within a period of thirty (30) days after receipt of notice from the designated authority specifying each failure.

In the event ABTCC terminates this contract in whole or part as provided herein, ABTCC may procure, in such manner as seems appropriate, supplies or services similar to those so terminated and the Contractor shall be liable for any excess cost for such similar supplies or services. However, the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

5.5 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.

5.6 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. 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.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact	
Name:	

Office Phone #:	
Mobile Phone #:	
Email:	

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

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

6.2 INVOICES

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

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet every six (6) months with the State for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 CONTINUOUS IMPROVEMENT

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

6.5 ACCEPTANCE OF WORK

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

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.

6.6 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.

6.7 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.

6.8 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 made through the contract administrator.

6.9 NORTH CAROLINA TERMS AND CONDITIONS



NORTH CAROLINA GENERAL TERMS & CONDITIONS

1. PERFORMANCE:

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.

- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION:

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the

Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. INTERPRETATION, CONFLICT OF TERMS:

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the “Federal Funds Provisions” section below.
- c) “Purchasing Agency” herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor’s Bid, to the extent specifically and mutually incorporated into this Contract.
- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

6. TAXES: Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. SITUS AND GOVERNING LAWS:

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15- 01.

8. NON-DISCRIMINATION COMPLIANCE:*Wholly State Funded Contracts.*

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the

Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:

- e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- f) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts.
- h) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- i) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- j) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

9. PAYMENT TERMS: Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. CONDITION AND PACKAGING: Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured,

and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or

shipment.

11. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY: Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

a) Vendor warrants to the best of its knowledge that:

1. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

1. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
2. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. ADVERTISING: Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. ACCESS TO PERSONS AND RECORDS:

(a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

- (b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
 - 1. The State Auditor.
 - 2. The internal auditors of the affected department, agency or institution.
 - 3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

- (c) The Joint Legislative Commission on Governmental Operations has the authority to:
 - 1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
 - 2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
 - 3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
 - 4. Receive reports as required by law or as requested by the Commission.
 - 5. Access and review
 - a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
 - b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

- (d) The Joint Legislative Commission on Governmental Operations has the power to:
 - 1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
 - 2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.

- (e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.

- (f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.

- (g) Any document or information obtained or produced by Commission staff in furtherance of staff's

duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.

- (h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

14. ASSIGNMENT OR DELEGATION OF DUTIES:

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. INSURANCE: This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

- 1. Potential for damage to State property or property of a third party,
- 2. Potential for bodily injury to State employees or third parties,
- 3. Whether Vendor will transport State property, clients, or employees,
- 4. Use of a vehicle to accomplish the work or to travel to or from State locations,
- 5. Anticipated physical contacts of the Vendor with the State,
- 6. Anticipated number and activity of Vendor personnel within the State, and
- 7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

- a) **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.
- b) **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:
 - 1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the

procurement.

2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**

- i. **Worker’s Compensation** - The Vendor shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of \$250,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

3. **For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:**

- i. **Worker’s Compensation** - The Vendor shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of \$500,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

16. **GENERAL INDEMNITY:**

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the

State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.

- d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. **ELECTRONIC PROCUREMENT:** (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS PURCHASES

- d) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) FOR THE AMOUNT OF ANY GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE). G.S. 66-58.12; See, NC E-Procurement Terms of Use.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.
- e) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered

a material breach of Contract.

Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the account receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

18. **SUBCONTRACTING**: Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
19. **CONFIDENTIALITY**: Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
20. **CARE OF STATE DATA AND PROPERTY**: Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State. The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, see, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.
21. **OUTSOURCING**: Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 14359.4.
22. **ENTIRE AGREEMENT**: The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **ELECTRONIC RECORDS**: The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

- 24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
- 25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendorsupplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 26. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
- 27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
- 28. **FEDERAL FUNDS PROVISIONS:**

Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor’s bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State’s award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
- d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- 1. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

f) **Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered

transaction it enters into.

3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

h) Procurement of Recovered Materials.

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) Access to Records. In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS**" included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.
- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.
 - k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
 - l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
 - m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
 - n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
 - o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
 - p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING**," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
 - q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: ELEVATOR LIST

The chart on the following page provides information on the elevators that shall receive full-service maintenance in accordance with this contract. Use this elevator list in reference to this contract and to complete the pricing sheet in Attachment B.

The following link is to Asheville Buncombe Technical Community College campus maps to help in identifying elevator locations listed in the Elevator List: <https://abtech.edu/document/asheville-map>

This solicitation includes the following equipment: (In table DOI is Date of Installation, DOL Inspection is Date of Last inspection.)

Elevator Description	Elevator Location	Landings	DOI	DOL Inspection	State ID #	Capacity
Asheville Main Campus						
Otis Electric Passenger	10 GENEVIEVE CIRCLE ASHEVILLE NC 28806	6	6/8/2015	2/4/2025	29885	5000 lbs
Otis Electric Passenger	10 GENEVIEVE CIRCLE ASHEVILLE NC 28806	6	8/24/2015	2/4/2025	29892	3500 lbs
Otis Electric Passenger	10 GENEVIEVE CIRCLE ASHEVILLE NC 28806	6	8/25/2015	2/4/2025	29890	3500 lbs
Otis Electric Passenger	10 GENEVIEVE CIRCLE ASHEVILLE NC 28806	6	8/25/2015	2/4/2025	29891	3500 lbs
Southern Elevator Company Hydraulic Passeneger	17 STUDENT CIRCLE ASHEVILLE NC 28801	2	6/23/1981	2/28/2025	9951	2000 lbs
Dover Hydraulic Passenger	9 STUDENT CIRCLE ASHEVILLE NC 28801	2	5/16/1989	2/28/2025	13037	2100 lbs
U.S. Elevator Hydraulic Passenger	27 TECH DRIVE ASHEVILLE NC 28801	3	5/5/1980	2/27/2025	9563	2000 lbs
Garaventa Genesis Hydraulic Chair Lift	340 VICTORIA ROAD ASHEVILLE NC 28801	2	10/8/2015	2/27/2025	H2705	750 lbs
ThyssenKrupp Hydraulic Passenger	70 FERNIHURST DRIVE ASHEVILLE NC 28801	2	5/5/2008	2/28/2025	25436	2500 lbs
Schindler Elevator Company Hydraulic Passenger	19 STUDENT CIRCLE ASHEVILLE NC 28801	3	11/10/2003	2/28/2025	21935	2500 lbs
U.S. Elevator Hydraulic Passenger	207 VICTORIA ROAD ASHEVILLE NC 28801	3	6/24/1997	2/28/2025	16690	2100 lbs
General Elevator Corp. Oiltronic Hydraulic Passenger	15 TECH DRIVE ASHEVILLE NC 28801	2	5/27/1977	2/27/2025	8834	2000 lbs
Otis Hydraulic Passenger	15 TECH DRIVE ASHEVILLE NC 28801	2	6/28/1995	2/27/2025	15618	2100 lbs
AEMA Chair Lift	15 TECH DRIVE ASHEVILLE NC 28801	2	8/28/1995	2/27/2025	H637	550 lbs
ThyssenKrupp Hydraulic Passenger	30 TECH DRIVE ASHEVILLE NC 28801	2	10/26/2005	2/28/2025	23356	2100 lbs
ThyssenKrupp Hydraulic Passenger	30 TECH DRIVE ASHEVILLE NC 28801	2	10/26/2005	2/28/2025	23355	4500 lbs
Otis Electric Passenger	24 Fernihurst Drive ASHEVILLE NC 28801	7	10/1/2015	2/27/2025	29993	4000 lbs
Otis Electric Passenger	24 Fernihurst Drive ASHEVILLE NC 28801	7	10/1/2015	2/27/2025	29994	4000 lbs
Dover Hydraulic Passenger	93 VICTORIA ROAD ASHEVILLE NC 28801	2	2/15/1996	2/28/2025	16329	2100 lbs
Hydraulic Passenger	29 TECH DRIVE ASHEVILLE NC 28801	3	9/1/1999	2/27/2025	17875	3500 lbs
Candler-Enka Campus						
Hydraulic Passenger	1459 Sandhill Rd. Candler NC 28715	2	8/31/2006	12/11/2024	24208	2100 lbs
Otis Electric Passenger	1459 Sandhill Rd. Candler NC 28715	3	12/14/1955	12/11/2024	2547	2000 lbs
Monarch Electric Passenger	1459 Sandhill Rd. Candler NC 28715	3	6/26/1956	12/11/2024	2710	5000 lbs
Otis Electric Passenger	1459 Sandhill Rd. Candler NC 28715	4	8/23/1971	12/11/2024	6962	11000 lbs
Garaventa Genesis Chair Lift	1459 Sandhill Rd. Candler NC 28715	2	8/31/2006	12/11/2024	H1777	750 lbs

ATTACHMENT B: PRICING

Complete and return the Pricing associated with this IFB, which can be found in the table on the next page. In the pricing table, list the annual full-service maintenance costs for each elevator listed under columns Year 1, Year 2, and Year 3. Pricing must be based on full-service maintenance including services and goods for those services listed in section 5.0 through 6.0 of this contract. Under the 5 Year Load Testing column, list the price to perform 5-year load testing for each elevator with space available listed. 5 year load testing shall be done at the request of the A-B Tech Director of Safety and Facilities Support or the Executive Director of Facilities & Plant Operations, shall be invoiced separately, and the prices listed in the table shall not be included in the annual contract cost but shall be considered the contract price when test is done and invoiced separately.

You will also need to complete and return pricing for the hourly labor rate per hour for services not covered under this contract in the second table under this attachment (Attachment B).

Elevator Description	Elevator Location	5 Year Load Testing	Price Year 1	Price Year 2	Price Year 3
Asheville Main Campus					
Otis Electric Passenger	10 GENEVIEVE CIRCLE ASHEVILLE NC 28806	\$	\$	\$	\$
Otis Electric Passenger	10 GENEVIEVE CIRCLE ASHEVILLE NC 28806		\$	\$	\$
Otis Electric Passenger	10 GENEVIEVE CIRCLE ASHEVILLE NC 28806		\$	\$	\$
Otis Electric Passenger	10 GENEVIEVE CIRCLE ASHEVILLE NC 28806		\$	\$	\$
Southern Elevator Company Hydraulic Passeneger	17 STUDENT CIRCLE ASHEVILLE NC 28801		\$	\$	\$
Dover Hydraulic Passenger	9 STUDENT CIRCLE ASHEVILLE NC 28801		\$	\$	\$
U.S. Elevator Hydraulic Passenger	27 TECH DRIVE ASHEVILLE NC 28801		\$	\$	\$
Garaventa Genesis Hydraulic Chair Lift	340 VICTORIA ROAD ASHEVILLE NC 28801		\$	\$	\$
ThyssenKrupp Hydraulic Passenger	70 FERNIHURST DRIVE ASHEVILLE NC 28801		\$	\$	\$
Schindler Elevator Company Hydraulic Passenger	19 STUDENT CIRCLE ASHEVILLE NC 28801		\$	\$	\$
U.S. Elevator Hydraulic Passenger	207 VICTORIA ROAD ASHEVILLE NC 28801		\$	\$	\$
General Elevator Corp. Oiltronic Hydraulic Passenger	15 TECH DRIVE ASHEVILLE NC 28801		\$	\$	\$
Otis Hydraulic Passenger	15 TECH DRIVE ASHEVILLE NC 28801		\$	\$	\$
AEMA Chair Lift	15 TECH DRIVE ASHEVILLE NC 28801		\$	\$	\$
ThyssenKrupp Hydraulic Passenger	30 TECH DRIVE ASHEVILLE NC 28801		\$	\$	\$
ThyssenKrupp Hydraulic Passenger	30 TECH DRIVE ASHEVILLE NC 28801		\$	\$	\$
Otis Electric Passenger	24 Fernihurst Drive ASHEVILLE NC 28801	\$	\$	\$	\$
Otis Electric Passenger	24 Fernihurst Drive ASHEVILLE NC 28801	\$	\$	\$	\$
Dover Hydraulic Passenger	93 VICTORIA ROAD ASHEVILLE NC 28801		\$	\$	\$
Hydraulic Passenger	29 TECH DRIVE ASHEVILLE NC 28801		\$	\$	\$
Total:			\$	\$	\$

Elevator Description	Elevator Location	5 Year Load Testing	Price Year 1	Price Year 2	Price Year 3
Candler-Enka Campus					
Hydraulic Passenger	1459 Sandhill Rd. Candler NC 28715		\$	\$	\$
Otis Electric Passenger	1459 Sandhill Rd. Candler NC 28715	\$	\$	\$	\$
Monarch Electric Passenger	1459 Sandhill Rd. Candler NC 28715	\$	\$	\$	\$
Otis Electric Passenger	1459 Sandhill Rd. Candler NC 28715	\$	\$	\$	\$
Garaventa Genesis Chair Lift	1459 Sandhill Rd. Candler NC 28715		\$	\$	\$
		Total:	\$	\$	\$

Grand Total (Combined both Campuses for Full 3 Years):	\$
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Use the table below to provide the contractor’s hourly labor rate per hour for services not covered under this contract:

The Contractor's hourly labor rate per hour for services not covered under this contract:		
Hourly Rate:	\$ _____	Per Hour (One (1) Mechanic)
Hourly Rate:	\$ _____	Per Hour (Mechanic & Worker)
Overtime working hours:	\$ _____	Per Hour (One (1) Mechanic)
Overtime working hours:	\$ _____	Per Hour (Mechanic & Worker)
Weekends and Holidays:	\$ _____	Per Hour (One (1) Mechanic)
Weekends and Holidays:	\$ _____	Per Hour (Mechanic & Worker)

ATTACHMENT C: INSTRUCTIONS TO VENDORS

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

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following

link: <https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://www.doa.nc.gov/pc-contracts-grants-loans-cooperative-agreements-certification-72020-pdf/open>

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****