



STATE OF NORTH CAROLINA

Department of Administration

Invitation for Bid #: 13-DOA1450926092

Fire Pump and Sprinkler Inspections, Maintenance, and Repair

Date of Issue: March 10, 2025

Bid Opening Date: April 9, 2025

At 2:00PM ET

Direct all inquiries concerning this IFB to:

Meredith Swartz

Purchasing Officer

Email: Meredith.swartz@doa.nc.gov

Phone: 984-236-0083



STATE OF NORTH CAROLINA

Invitation for Bid

13-DOA1450926092

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA Department of Administration

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details.	Invitation for Bid #: 13-DOA1450926092
	Bids will be publicly opened: April 9, 2025 @ 2:00PM
Using Agency: Facility Management Division	Commodity No. and Description: 921016 - Fire services
Requisition No.: 1450926092	

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

Bid Number: 13-DOA1450926092

Vendor: _____

VALIDITY PERIOD

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

ACCEPTANCE OF BIDS

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

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

The attached certification, by _____.

(Authorized Representative of Department of Administration)

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1.0 PURPOSE AND BACKGROUND

The NC Department of Administration, Facility Management Division (FMD) is responsible for providing a safe and healthy work environment for employees and the public in a cost-effective manner. This mission is accomplished by performing routine, preventive and emergency maintenance of state facilities. FMD is seeking to contract with a qualified Vendor to provide Fire Pump and Sprinkler inspections, routine maintenance, and repairs as needed to the buildings and equipment covered under this contract.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning July 1, 2025.

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the 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	March 10, 2025
Hold Mandatory Site Visit	State	March 25 th and 26 th 2025 @ 9:00AM ET
Submit Written Questions	Vendor	March 28, 2025 @ 2:00PM ET
Provide Response to Questions	State	April 2, 2025
Submit Bids	Vendor	April 9, 2025 @ 2:00PM ET
Contract Award	State	June 16, 2025
Contract Effective Date	Vendor	July 1, 2025

The Department of Administration will be conducting live bid openings over Microsoft Teams conference call. Below is the call-in information for this procurement's bid opening scheduled for April 9, 2025 @ 2:00PM ET

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 227 433 191 553

Passcode: v9NM3Hi2

Dial in by phone

[+1 984-204-1487,,707675711#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 707 675 711#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 114 326 661 7

[More info](#)

2.5 MANDATORY SITE VISIT

Date: March 25th and 26th 2025

Time: 9:00AM Eastern Time

Location: Facility Management (Conference Room)

431 N. Salisbury Street

Raleigh, NC 27603

Contact #: Dominico Diaz 919 817-0004 & Marc Mayo 919-749-4351

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED.

Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The State has allotted two (2) days for the Vendors to view the equipment covered under this contract. However, the group may not need both days to view. Vendors shall attend each of the required days as directed by the FMD Contract Administrator during the site visit.

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

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

2.6 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 13-DOA1450926092 – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.7 BID SUBMITTAL

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

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

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

Tips for Using the Sourcing Tool

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

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

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

2.8 BID CONTENTS

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

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

- a) Cover Letter, which must contain 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) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor's Response to section 4.1 Vendor Requirements.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE BIDS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

DOA: Department of Administration

FMD: Facility Management Division

FACP: Fire Alarm Control Panel

NFPA: National Fire Protection Association

NICET: National Institute for Certification in Engineering Technologies

OSHA: Occupational Safety and Health Administration

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. For Evaluation purposes only, total contact cost will be calculated using the total annual inspection cost plus the cost for the 5-year inspections, plus eight (8) hours of service for each position and each type of service call. (See Attachment A: Pricing)

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the

transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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 VENDOR REQUIREMENTS

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

4.1.1 EXPERIENCE: With its response to this IFB Vendor shall demonstrate its experience public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall have a minimum of three (3) years of experience completing similar tasks as to the scope of work of this IFB. Vendors past experience listed must include the types of equipment the Vendor has worked on. Vendor shall include experience of the inspectors it intends to assign work under this contract. All inspectors that will perform work under this contract shall have a minimum of three years of inspector experience. Vendor shall have the staff and be capable of working on a minimum of three projects under this contract simultaneously and meet the required response times listed within Section 5.3.2.

4.1.2 LICENSING: Vendor must maintain and submit with its response to this IFB a copy of its OSHA (Occupational Safety and Health Administration) Confined Space Certification. Inspectors that will perform work under this contract must maintain either an NC Fire Sprinkler Inspection Technician license or a NICET (National Institute for Certification in Engineering Technologies) Certification. Vendor shall submit with its response to this IFB proof of certification for each of its inspectors.

4.2 PRICING

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

4.3 INVOICES

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

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

4.4 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.

4.5 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.

4.6 REFERENCES

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

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

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

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

4.9 VENDOR'S REPRESENTATIONS

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

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL SPECIFICATIONS

Awarded Vendor shall provide code required professional maintenance, service, testing and inspections of installed fire suppression systems located in the downtown Raleigh State Governmental Complex, Blue Ridge Road Area Facilities, and the State Crime Lab on Tryon Road. Testing and inspections service shall be performed by properly trained service technicians and inspectors, for this equipment, based on past experience and qualifications. Sprinkler Technicians must have confined spacing training for some vaults. (meeting requirements of Section 4.1)

5.1.1 EQUIPMENT AND SUPPLIES

The Vendor shall furnish all necessary labor, transportation, equipment, supplies, and materials necessary for professionally performing all work in this contract. Losses to the State caused by inferior quality work, equipment, supplies, or materials will be reimbursed by the Vendor.

Vendor shall furnish communication radios for each employee during work for use in multiple locations.

5.1.2 WORK SCHEDULES

Work hours will be from 8:00am till 5:00pm ET Monday through Friday and Saturdays where mutually agreed upon. Museum of Science, Ruffin Building, Justice Building, State Capital Building, New Revenue, New Education Building, History Museum, NRC, Parking Decks 17, 65, 75, 76 and Parking Deck 77 will be tested on weekends or during off business hours. Off business hours inspections must be completed by 9:00pm.

5.2 INSPECTIONS AND TESTING

Awarded Vendor shall complete and provide pricing for Annual Inspections, Semi-Annual Inspections, Quarterly Inspections (performed twice annually), and five (5) Year inspections under this contract. All inspections shall follow manufacturers, NFPA 25 and NFPA 72 guidelines. 5-year inspection services are to be completed throughout the entire 3-year term of this contract and will be scheduled and coordinated with the FMD Contract Administrator. 5-year inspections shall be billed separately from annual inspections. Appendix A lists the buildings covered under this contract. This list is subject to change as properties change under DOA management. Any changes to the list would be confirmed through an amendment and agreement by both parties.

5.2.1 SPRINKLER INSPECTION INFORMATION

1. All testing shall be done per NFPA 25 and NFPA 72 guidelines per State Law and NCDOA Standards including low air switches tested every inspection.
2. The fire pump annual testing shall include the hose monster full flow testing or open atmosphere every year per NFPA 25. This includes all diesel and electrical pumps. Venturi meters are NOT to be used.
3. The weekly and monthly testing of fire pumps will continue to be done by Facility Management.
4. No halon, FM-200, hood, or clean agent systems are included.
5. The Scope of Work will require the testing to be completed and a deficiencies list generated via email, for any problems requiring immediate attention. This email will be sent within 24 hours of the completion of the test to the Contract Administrator.
6. Vendor responsible for identifying special requirements, including but not limited to draining, during the mandatory site visit
7. Facility Management will provide one person with keys for access to each site, during the testing.
8. The Vendor shall provide a qualified fire alarm technician to remain at the Fire Alarm Control Panel (FACP) during the duration of the testing. Get Definition from NFPA 72.
9. Vendor must provide a minimum of four (4) employees, per DOA confined space work policy, when inspecting vaults.
10. All dry system testing will be done on weekends or during off business hours.
11. Vendor shall provide all ladders, lifts, radios, test equipment, tools, hoses, and materials as needed, to accomplish the testing per NFPA 25 and 72.
12. If the vendor's actions cause the system to be impaired the vendor shall provide Firewatch per NCFPC.
13. At completion of inspections, all equipment must be operational regardless of scheduled working hours.

5.2.2 INSPECTION TASKS

A. WET SPRINKLER SYSTEMS

1. The Vendor shall provide the labor and expertise to test and inspect all of the components of the sprinkler systems as per NFPA25-2014 Version.
2. Control Valves: Tampered control valves are to be tested and inspected. All tampers to be tested by closing and opening of valve. Valve shall be operated for the full range of the valve
3. Flow Switches: The Vendor shall test the timing accuracy of all flow switches by flowing water at the Test on floor control and record each for future reference. Copy of the report shall be included in the test documentation

4. Dry Valve: The annual trip test should be scheduled at the same time as the fire pump flow test. Test results should be posted at the valve and included in the quarterly report. The air leakage test should be done at the same
5. Fire Pump Flow Tests: The annual flow test of the fire pumps should be scheduled during the June inspection. It shall be the responsibility of the Vendor to assure that the results of these flow test is in the quarterly report for June. Other quarterly reports should have the Fire Pump testing included also. It will be the Vendors responsibility to flow water in a manner such as to not impose on the daily functions of the facility where work is performed. Venturi Meter are NOT to be used.
6. Post Indicator Valves: The P.I.V. shall be exercised to confirm proper operation. (Full extension required)
7. Fire Department Connections: All fire department connections shall be tested per NFPA25 and included on reports.
8. All stand pipes will be tested per NFPA25.

B. DRY SYSTEMS

1. Dry Systems shall be inspected and tested for proper function per NFPA25 requirements. One annual trip test shall be required to be conducted, however; the test shall not be conducted during freezing conditions.
2. Air leakage test should be done at the same time as the trip test.
3. Pre-Action Systems: The annual trip test should be scheduled at the same time as the annual fire pump flow test. Test results on the pre-action systems should be posted at the System and included in the quarterly report.

5.3 REPAIR SERVICES

The main purpose of this contract is to maintain all water-based fire protection systems in a ready-to-use condition at all times through proper inspection, testing and maintenance. However, repairs will be needed periodically due to normal wear/tear, equipment service life, unexpected damage or vandalism. The vendor shall cite the source for an identified repair with a written justification to the respective maintenance supervisor within seven (7) calendar days of inspection completion date. Any repair to a water-based fire protection system that may be needed shall be requested, justified, quoted and performed separately. See Attachment A - Pricing Form to provide an hourly labor rate per technician for repair to any water-based fire protection system. The vendor may submit a detailed justification with a quote for all parts and labor needed for any repair; however, The State reserves the right to obtain additional quotes for repairs via competitive bid. The Facility Management Division may supply parts for small repairs. Examples would include OS&Y (outside stem and yoke) tamper switch replacement, water flow switch replacement, air maintenance device replacement, quick opening device replacement.

5.3.1 CALL BACK REPAIR:

The Vendor shall furnish labor and parts to repair equipment on a call back basis as required during normal work hours (8:00am – 5:00pm ET) Monday through Friday and other times when required. Hourly rate for technician and helper (when required) will be applied. Vendor shall Furnish parts and materials as required to place equipment in working condition per manufacturer's specifications.

5.3.2 EMERGENCY REPAIRS:

The Vendor shall furnish labor and parts to repair equipment on an Emergency as needed basis. Emergency repairs will be handled via current purchasing procedures. Vendor shall provide a 24 hour/7 day a week contact number. For any emergency response, Vendor must be onsite within two (2) hours or less.

5.4 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for

gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Department of Administration – Facility Management Division Contract Manager(s) for this contract are listed below:

- Dominico Diaz 919 817-0004 or dominico.diaz@doa.nc.gov
- Marc Mayo 919-749-4351 or Marc.mayo@doa.nc.gov

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:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Inspection Management Reports to the designated Contract Administrator on a monthly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within thirty (30) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated FMD Contract Administrator for approval. Note inspection schedules submitted with work plan are subject to change upon agreement by both parties.

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 Administrator.

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

6.6 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 six 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. Below is the link to the Department of Administration Vendor Complaint Policy and Procedures. www.ncadmin.nc.gov/businesses/fiscal-management

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 done through the contract administrator.

6.9 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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APPENDIX A: BUILDING LIST AND ADDRESSES

NORTH DOWNTOWN AREA	
Archdale Building	2 W Edenton Street
Archives & History/ State Library	109 E Jones Street
Albemarle Building	325 N Salisbury Street
Caswell Building	200 W. Jones Street
Cooper Building	225 N. McDowell Street
Department of Revenue	501 North Wilmington Street
Dobbs Building	430 North Salisbury Street
New Education Building	301 N. Wilmington Street
Old Health Building	216 W. Jones Street
Parking Deck # 65	433 N. Salisbury Street
Parking Deck # 75	333 N. Salisbury Street
Phillips Building	109 East North Street
Parking Deck #76	415 N. Salisbury Street
Seaboard Building	413 North Salisbury Street
Shore Building	214 W Jones Street
State Records Building	271 N Blount Street
Steam Plant	412 N. McDowell Street
SOUTH DOWNTOWN AREA	
Agriculture Building / Annex	2 W Edenton Street
Capitol Building	1 E Edenton Street
History Museum	5 E Edenton Street
Justice Building	2 E Morgan Street
Court of Appeals	1 W Morgan Street
Labor Building	4 W Edenton Street
Natural Science Museum	11 West Jones Street
Old Education Building	114 W. Edenton Street
Old Revenue Building/ Sec. of St	2 South Salisbury Street
Nature Research Center	121 West Jones Street
Parking Deck 77	120 W Edenton Street
Parking Deck 17	5 E Edenton Street
DENR Building	217 West Jones Street
SBI Crime Lab	121 East Tryon Road
BLUE RIDGE ROAD AREA	
Motor Fleet	1915 Blue Ridge Road
Art Museum	2110 Blue Ridge Road
State Laboratory for Public Health	4312 District Drive

APPENDIX B: MAP OF DOWNTOWN STATE GOVERNMENT COMPLEX

