

## **STATE OF NORTH CAROLINA**

**Department of Natural and Cultural Resources**

**Invitation for Bid #: 46-DNCR-26-2140**

**HVAC Maintenance for NC Aquarium at Pine Knoll Shores**

**Date of Issue: January 28, 2026**

**Bid Opening Date: February 12, 2026**

**At 2:00 PM ET**

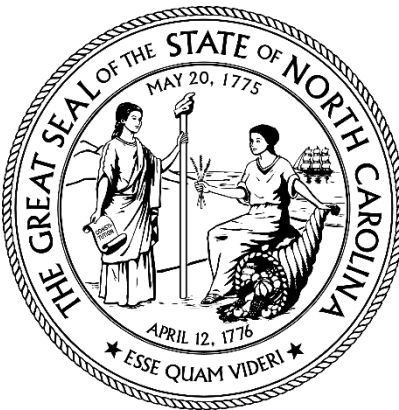
**Direct all inquiries concerning this IFB to:**

**Dwayne Alston**

**Procurement Specialist**

**Email: [dwayne.alston@dncr.nc.gov](mailto:dwayne.alston@dncr.nc.gov)**

**Phone: 919-814-6734**



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**46-DNCR-26-2140**

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

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

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Vendor Name

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Vendor eVP#

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

**STATE OF NORTH CAROLINA**  
**Department of Natural and Cultural Resources**

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: Dwayne Alston	Invitation for Bid No.: 46-DNCR-26-2140
	Bids will be publicly opened: February 12, 2026, at 2:00 PM ET
Using Agency: DNCR, NC Aquarium at Pine Knoll Shores	Commodity No. and Description: 721015 - Building maintenance and repair services
Requisition No.: RQ251193	

**EXECUTION**

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

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

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

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

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

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

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

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

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

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

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

**VALIDITY PERIOD**

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

**ACCEPTANCE OF BIDS**

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

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

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

**(Authorized Representative of the Department of Natural and Cultural Resources)**

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## 1.0 PURPOSE AND BACKGROUND

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The North Carolina Department of Natural and Cultural Resources (hereinafter, "Department") on behalf of North Carolina Aquarium at Pine Knoll Shores (hereinafter, "Aquarium") requires a qualified Vendor to provide HVAC Maintenance for North Carolina Aquarium at Pine Knoll Shores.

North Carolina Aquarium at Pine Knoll Shores is located at 1 Roosevelt Boulevard, Pine Knoll Shores, NC 28512

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

### 1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

The State reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

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

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

#### What is the Ariba Network?

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

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

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

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

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

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors'

instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as non-responsive.**

**2.4 IFB SCHEDULE**

The table below shows the intended schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	January 28, 2026
Hold Site Visit	State	February 5, 2026, at 11:00 AM ET
Submit Written Questions	Vendor	February 6, 2026, at 12:00 PM ET
Provide Response to Questions	State	February 9, 2026, by 4:00 PM ET
Submit Bids	Vendor	February 12, 2026, at 2:00 PM ET
Contract Award	State	To Be Determined

**The Department of Natural and Cultural Resources will be conducting live bid openings over conference call. Below is the call-in information for this procurement’s bid opening scheduled for Thursday, February 12, 2026, at 2:00 PM ET.**

**Call-in telephone number: 1-984-204-1487**

**Phone Conference ID number: 894 859 803#**

**2.5 SITE VISIT**

**Urged and Cautioned Site Visit**

Date: February 5 , 2026  
Time: 11:00 AM Eastern Time  
Location: 1 Roosevelt Boulevard  
Pine Knoll Shores, NC 28512  
Contact: Arthur Mertz  
Contact #: (252) 247-4003 ext. 232

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

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

**2.6 BID QUESTIONS**

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB.

Vendors will enter “**IFB # 46-DNCR-26-2140 – Questions**” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

## 2.7 BID SUBMITTAL

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

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

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

### Tips for Using the Sourcing Tool

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

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

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

## 2.8 BID CONTENTS

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

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

- A. Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- B. Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- C. Vendor's Response. (Sections 4.8 License, 5.1 Specifications and 6.2 Contract Manager and Customer Service)
- D. Completed version of ATTACHMENT A: PRICING FORM
- E. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- F. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- G. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- H. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.9 ALTERNATE BIDS

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

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- A. Procurement Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- B. Contract Manager: Representative of the Department of Natural and Cultural Resources or awarded Vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

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

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

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

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

**3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

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

- A. Total cost to the State
- B. Level of quality provided by the Vendor
- C. Process and performance capability across multiple jurisdictions
- D. Protection of the State’s information and intellectual property
- E. Availability of pertinent skills
- F. Ability to understand the State’s business requirements and internal operational culture
- G. Particular risk factors such as the security of the State’s information technology
- H. Relations with citizens and employees
- I. Contract enforcement jurisdictional issues

**3.5 INTERPRETATION OF TERMS AND PHRASES**

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

**4.0 REQUIREMENTS**

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

**4.1 PRICING**

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

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

### **4.1.1 Import Tariff Temporary Surcharge**

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

### **4.2 FINANCIAL STABILITY**

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

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

### **4.3 HUB PARTICIPATION**

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

### **4.4 REFERENCES**

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

### **4.5 BACKGROUND CHECKS**

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

### **4.6 PERSONNEL**

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

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

**4.7 VENDOR’S REPRESENTATIONS**

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

**4.8 LICENSE**

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

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

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

**4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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.

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

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

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

**4.10 SUBCONTRACTORS**

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

**4.11 SECRETARY OF STATE REGISTRATION**

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

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

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

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

**5.1 SPECIFICATIONS**

The Vendor shall:

VENDOR’S RESPONSE		
Item #	Specifications	Product/Service Offered Meets Specification
1	Perform quarterly and annual maintenance of fifteen (15) Water Cool Air Handlers. A. Quarterly maintenance includes a total of four (4) onsite service visits per year. Each onsite service visit shall occur every three (3) months. The fourth (4th) quarter maintenance can be performed during the annual maintenance onsite service visit. Quarterly maintenance includes: 1) Check in with the Department Contract Manager to discuss any operating issues or deficiencies. 2) Check each unit for proper operation, interlocks, controls, and excessive noise or vibration. 3) Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. 4) Inspect air filters and/or media. 5) Replace air filters quarterly. The Department will furnish air filters. 6) Visually inspect coils, piping, valves and ductwork for damage, leaks, obstructions, and cleanliness. 7) Inspect air handler duct connection conditions. 8) Inspect evaporator drain pan and condensate trap for cleanliness. 9) Install anti-microbial tablet(s) in condensate pan quarterly. 10) Check condensate pump operation, if applicable. 11) Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace as needed. The Aquarium will furnish newly manufactured belts for replacement. 12) Inspect condition of motor, fan wheel, blowers and pulleys for bent blades, debris, proper rotation, and airflow. 13) Check and lubricate motor and fan bearings, screws, and motor mounts. The Vendor shall provide newly manufactured lubricant.	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<p>14) Check all inlet vane(s) operation clean and lubricate as needed.</p> <p>15) Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.</p> <p>16) Log operating and electrical data.</p> <p>17) Visually inspect cabinets.</p> <p>18) The Vendor must be certified to work on Distech/Tridium equipment.</p> <p>B. Provide quarterly maintenance for the Variable Frequency Drives with a total of four (4) on-site service visits per year. Each onsite service visit shall occur every three (3) months. The fourth (4th) quarter maintenance can be performed during the annual maintenance onsite service visit.</p> <p>1) Visually inspect enclosure, cover, and gaskets for damage and/or tampering.</p> <p>2) Brush and/or air clean components of visible dust.</p> <p>3) Verify operation of remote controls, sensors, E.M.S., or interlocks.</p> <p>4) Check operation, set points, programming, display, interlocks, and amp draws.</p> <p>C. Provide annual maintenance with one (1) onsite service visit per year. The annual maintenance, fourth (4th) quarter maintenance of the Water Cool Air Handlers, and fourth (4th) quarter inspection of the Variable Frequency Drives can be performed during the same onsite service visit.</p> <p>1) Check in with the Department Contract Manager to discuss any operating issues or deficiencies.</p> <p>2) Check unit for proper operation, interlocks, controls, and excessive noise or vibration.</p> <p>3) Tighten all starter, motor, and control connections.</p> <p>4) Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.</p> <p>5) Inspect air filters and/or media.</p> <p>6) Replace air filters quarterly. The Department shall provide newly manufactured air filters.</p> <p>7) Visually inspect coils, piping, valves and ductwork for damage, leaks, obstructions, and cleanliness.</p> <p>8) Clean coils and blower wheels annually.</p> <p>9) Inspect air handler duct connection conditions.</p> <p>10) Clean evaporator drain pan and condensate trap.</p> <p>11) Check condensate pump operation, if applicable.</p> <p>12) Check all inlet vane(s) operation, clean, and lubricate as needed. The Vendor shall provide newly manufactured lubricant.</p> <p>13) Inspect, clean, and/or lubricate all mechanical moving components, bearings, and couplings as needed.</p> <p>14) Verify chemical feed tank volumes for water treatment.</p> <p>15) Check operation of the freeze protection devices.</p> <p>16) Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace as needed. The Department will furnish newly manufactured belts for replacement.</p> <p>17) Inspect condition of motor, fan wheel, blowers and pulleys for bent blades, debris, proper rotation, and airflow.</p> <p>18) Check and lubricate motor and fan bearings, screws, and motor mounts. The Department will furnish newly manufactured lubricant.</p> <p>19) Log operating and electrical data in the maintenance log kept onsite.</p>	
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2	<p>Perform quarterly and annual onsite maintenance of one (1) Air Cooled Variable Speed Screw Chiller. The Chiller was installed in May 2020 and included a ten (10)-year warranty. The Vendor shall perform maintenance according to manufacturer specifications and intervals to continue warranty coverage. The Vendor shall provide detailed service notes in the report submitted to the Department Contract Manager.</p> <p>A. Perform quarterly maintenance with a total of four (4) onsite service visits. Each onsite service visit shall occur every three (3) months. The fourth (4th) quarter maintenance can be performed during the annual maintenance onsite service visit.</p> <ol style="list-style-type: none"> <li>1) Check in with Department Contract Manager to discuss any operating issues or deficiencies.</li> <li>2) Check unit for proper operation, interlocks, controls, and excessive noise or vibration.</li> <li>3) Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.</li> <li>4) Check operating and safety controls.</li> <li>5) Check operation of lubrication system and crankcase heater.</li> <li>6) Visually inspect coils for damage, obstructions, and cleanliness</li> <li>7) Clean coils quarterly per attached manufacturer's excerpt - Cleaning Microchannel Aluminum Coils</li> <li>8) Check evaporator and condenser flow rates.</li> <li>9) Review all microprocessor diagnostic codes.</li> <li>10) Check operation of electronic expansion valve.</li> <li>11) Check operation of load/unload solenoid valves.</li> <li>12) Check condition of thermometers, and gauges. Compare with operating controls.</li> <li>13) Check sight glass(es) for flashing / moisture and/or oil presence.</li> <li>14) Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times.</li> <li>15) Review all alarms.</li> <li>16) Clean microchannel aluminum coils.             <ol style="list-style-type: none"> <li>a) Remove surface loaded fibers or dirt prior to water rinse to prevent further restriction of airflow. If unable to backwash the side of the coil opposite that of the coils entering air side, then surface loaded fibers or dirt should be removed with a vacuum cleaner. If a vacuum cleaner is not available, a soft non-metallic bristle brush may be used. In either case, the tool should be applied in the direction of the fins.</li> <li>b) Surface loaded fibers must be completely removed prior to using low velocity clean water rinse.</li> <li>c) Perform a clean water rinse for coils. An elevated water temperature of the water not to exceed 130 degrees Fahrenheit will reduce surface tension, increasing the ability to remove the chlorides and dirt. Pressure washer pressure must not exceed 600 Pounds per Square Inch Gauge (PSIG) and the nozzle should remain at least one (1) foot from the coil to avoid damaging the fins.</li> <li>d) High velocity water from a pressure washer or compressed air should only be used at a very low pressure to prevent fin and/or coil damage.</li> <li>e) The Vendor shall furnish newly manufactured, non-caustic, non-acid cleaners available at most air conditioning outlets to remove dirt and debris from the outside surface of the fins.</li> </ol> </li> </ol>	<input type="checkbox"/> YES <input type="checkbox"/> NO
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f) For epoxy coated coils, first remove surface debris, and then clean the coil with an approved coil cleaner listed furnished by the Vendor. A list of approved coil cleaners is included below. After cleaning the coils with the approved cleaning agent, use the approved chloride remover to remove soluble salts and revitalize the unit. Please note the approved coil cleaners have been approved for use on epoxy coated coils to remove mold, mildew, dust, soot, greasy residue, lint, and other particulate. Chlor\*Rid DTS should be used to remove soluble salts from the epoxy coated coil, but the directions must be followed closely. This product is not intended for use as a degreaser. Any grease or oil film should first be removed with the approved cleaning agent. The Vendor shall remove the barriers, apply Chlor\*Rid DTS directly on the substrate, and rinse with a hose and not a pressure washer.

Cleaning Agent	Reseller	Part Number
Enviro-Coil Concentrate	Hydro-Balance Corp P.O. Box 730 Prosper, TX 75078 800-527-5166	H-EC01
Enviro-Coil Concentrate	Home Depot	H-EC01
Chloride Remover	Chlor*Rid Int'l, Inc. P.O. Box 908 Chandler, AZ 85244 800-422-3217	Chlor*Rid DTS

g) Harsh chemicals household bleach, or acid cleaners should not be used to clean epoxy coated coils. If dirt is below the surface of the coil, use the recommended coil cleaners as listed above.

- 17) Observe the refrigerant sight glass. A clear glass of liquid indicates there is adequate refrigerant charge in the system to provide proper feed through the expansion valve. Do not use the sight glass on the EXV body for refrigerant charging. Its purpose is to view the position of the valve.
- 18) Check the lead Lead-Lag of the refrigerant circuits which includes the Vendor overriding the MicroTech III controller and manually selecting the lead circuit as circuit #1 or #2.

- B. Perform Variable Frequency Drives quarterly maintenance with a total of four (4) onsite service visits per year. Each onsite service visit shall occur every three (3) months. The fourth (4th) quarter maintenance can be performed during the annual maintenance onsite service visit.
  - 1) Visually inspect enclosure, cover, and gaskets for damage and/or tampering.
  - 2) Brush and/or air clean components of visible dust.
  - 3) Verify operation of remote controls, sensors, E.M.S., or interlocks.
  - 4) Check operation, set points, programming, display, interlocks, and amp draws.
- C. Perform annual maintenance with one (1) onsite service visit per year. The annual maintenance, fourth (4th) quarter maintenance of the Air-Cooled Variable Speed Screw Chiller, and the fourth (4th) quarter maintenance of the Variable Frequency Drives can be performed during the same onsite service visit.
  - 1) Check in with the Department Contract Manager to discuss any operating issues or deficiencies.

	<ol style="list-style-type: none"> <li>2) Check unit for proper operation, interlocks, controls, and excessive noise or vibration.</li> <li>3) Tighten all starter, motor, and control connections.</li> <li>4) Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.</li> <li>5) Check Meg compressor motor and record readings in the logbook kept onsite.</li> <li>6) Check operation of crankcase heater.</li> <li>7) Check evaporator shell heaters and controls for freeze protection.</li> <li>8) Check condition, operation, and proper liquid/air levels in expansion tank.</li> <li>9) Inspect condition of condenser fan motors and fan wheels (bent blades, debris, proper rotation, and airflow).</li> <li>10) Check and lubricate motor and fan bearings, screws, and motor mounts.</li> <li>11) Visually inspect coils for damage, obstructions, and cleanliness.</li> <li>12) Clean coils quarterly per attached manufacturer's excerpt - Cleaning Microchannel Aluminum Coils.</li> <li>13) Check relief valve(s) for leakage.</li> <li>14) Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge, and oil level.</li> <li>15) Ensure all safety and operating controls are set within factory specifications.</li> <li>16) Check microprocessor for proper setup and operation.</li> <li>17) Check operation of electronic expansion valve.</li> <li>18) Check operation of load/unload solenoid valves.</li> <li>19) Test differential oil pressure switch for proper setting.</li> <li>20) Check operation of compressor(s).</li> <li>21) Check condition of thermometers, and gauges. Compare with operating controls.</li> <li>22) Check sight glass(es) for flashing / moisture and/or oil presence.</li> <li>23) Inspect water piping and valves for leakage, check condition of unit and pipe insulation.</li> <li>24) Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage.</li> <li>25) Review all microprocessor diagnostic codes.</li> <li>26) Check flow switch devices and external pump interlocks for proper operation.</li> <li>27) Check evaporator and condenser flow rates, temperatures, interlocks, and safeties.</li> <li>28) Replace oil filters and oil filter gaskets. The Vendor shall furnish newly manufactured oil filters and oil filter gaskets.</li> <li>29) Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times.</li> <li>30) Perform refrigerant analysis for oil, acid, and moisture content.</li> <li>31) Perform Glycol concentration test and record freeze protection level in the logbook onsite. (Adjustment of glycol concentration not included.)</li> <li>32) Perform Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit.</li> <li>33) Review all alarms.</li> <li>34) Provide analysis of equipment condition from data points.</li> <li>35) Assignment of status of components – yellow, red, green.</li> </ol>	
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	<p>36) Generate maintenance report from review of 300+ data points and submit it to the Department Contract Manager.</p>	
<p>3</p>	<p>Perform semi-annual maintenance and annual maintenance of BAS Controls – Automatic Temperature Controls. The maintenance shall occur prior to each cooling and heating season.</p> <p>A. Semi-annual maintenance with a total of two (2) onsite service visits per year. Each onsite service visit shall occur every six (6) months. The second (2nd) semi-annual maintenance and annual maintenance of the BAS Controls can be performed during the same onsite service visit.</p> <ol style="list-style-type: none"> <li>1) Verify summer sequence of operations and make changes as needed.</li> <li>2) Verify winter sequence of operations and make changes as needed.</li> <li>3) Monitor network traffic to find potential future controller failures.</li> <li>4) Tune PID loops for each AHU controller.</li> <li>5) Simulate and test heat exchanger operation prior to spring and fall seasons.</li> <li>6) Simulate and test economizer operation for each AHU.</li> <li>7) Check and calibrate CO2 sensors.</li> <li>8) Check functionality of CO2 sensors.</li> <li>9) Check and calibrate temperature and humidity sensors.</li> </ol> <p>B. Annual maintenance with one (1) onsite service visit per year. The annual maintenance and the second (2nd) semi-annual maintenance of BAS Controls can be performed during the same onsite service visit.</p> <ol style="list-style-type: none"> <li>1) Check all operations and safety controls.</li> <li>2) Check and tighten all electrical connections.</li> <li>3) Check all starters and contactors for wear.</li> <li>4) Check overall operation of temperature controls.</li> <li>5) Check and calibrate all controllers as needed.</li> <li>6) Check and calibrate all transmitters as needed.</li> <li>7) Check and calibrate all room thermostats as needed.</li> <li>8) Check and calibrate all penn switches as needed.</li> <li>9) Check and calibrate all control valves as needed.</li> <li>10) Check and calibrate all pilot positioners as needed.</li> <li>11) Check and lubricate all dampers and linkages.</li> <li>12) Check all auxiliary controls.</li> </ol>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4</p>	<p>Perform semi-annual and annual maintenance of the System Water Pumps.</p> <p>A. Semi-annual maintenance with a total of two (2) onsite service visits per year. The second (2nd) semi-annual maintenance and annual maintenance of the System Water Pumps may be performed during the same onsite service visit.</p> <ol style="list-style-type: none"> <li>1) Check the motors.</li> <li>2) Check all starters and contactors for wear.</li> <li>3) Check all operating and safety controls.</li> <li>4) Check motor bearings.</li> <li>5) Check pump bearings.</li> <li>6) Check pump and motor alignment.</li> <li>7) Check coupling.</li> <li>8) Check mechanical seals.</li> <li>9) Check packing.</li> <li>10) Check and clean strainers.</li> <li>11) Check hand valves.</li> <li>12) Check gauges for accuracy.</li> </ol>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

	<p>13) Check suction and discharge pressures.                  14) Check mounts and vibration pads.                  15) Check overall condition of unit.</p> <p>B. Annual maintenance with one (1) onsite service visit per year. The annual maintenance and second (2nd) semi-annual maintenance of the System Water Pumps can be performed during the same onsite service visit.</p> <p>1) Check volt and amps motor.                  2) Check and tighten all electrical connections.                  3) Check all starters and contactors for wear.                  4) Check all operating and safety controls.                  5) Check and lubricate motor bearings.                  6) Check and lubricate pump bearings.                  7) Check pump and motor alignment.                  8) Check coupling.                  9) Check mechanical seals.                  10) Check packing.                  11) Check and clean strainers.                  12) Check hand valves.                  13) Check gauges for accuracy.                  14) Check suction and discharge pressures.                  15) Check mounts and vibration pads.                  16) Check overall condition of unit.</p>	
5	<p>Be aware of the following HVAC information.</p> <p>A. Controls are all run with Johnson Controls Metasys.                  B. Exact quantities of CO2 sensors, Temp sensors, humidity sensors, transmitters, penn switches, control valves and pilot positioners cannot be provided at this time. Units 1-13 operate off the above listed controls program and have at least one (1) of each of the sensors and multiple valve actuators per unit.                  C. There are no auxiliary controls. In case of failure, the valves and louvers are manually controlled.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
6	<p>Perform all work during regular business hours Monday through Friday, 8:00 AM ET to 5:00 PM ET.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
7	<p>Provide emergency service twenty-four (24) hours per day and seven (7) days per week, including holidays and weekends. The Vendor shall contact the Department Contract Manager or designee within one (1) hour upon receiving the emergency service call and provide on-site service within four (4) hours of the emergency service call. The Vendor shall bill only for the time signed in and out of the Aquarium. The Vendor must submit a written, itemized quote for all proposed repairs to the Department Contract Manager for written approval before the commencement of any repair work. The itemized quote must include the cost(s) of proposed newly manufactured material(s), Vendor labor rate per hour, and proposed Vendor labor hours to complete the repairs. All non-emergency repairs shall not be performed without prior approval of the Department Contract Manager. The Vendor must submit a written, itemized quote for all proposed repairs to the Department Contract Manager.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
8	<p>Perform additional work considered scheduled routine maintenance while the Vendor is on-site due to an emergency service call. Vendor shall consult the Department Contract Manager or designee or designee with the availability of parts and time required to complete the emergency service repair and call.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
9	<p>Have Vendor personnel sign in on the Visitor Log before any work begins and sign out of the Visitor Log upon completion of all work and prior to Vendor departure.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

10	Furnish OEM (Original Equipment Manufacturer) and newly manufactured parts only. Refurbished, used, like new, and remanufactured parts are strictly prohibited.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Assure all Vendor personnel perform work in a professional manner. Vendor personnel should also wear appropriate attire that properly identifies personnel. Vendor personnel shall be able to work in public and non-public areas.	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Remove any debris and trash created by the work.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Submit all findings, deficiencies, and potential issues discovered during onsite service visits to the Department Contract Manager or designee no more than seven (7) days after the onsite service visit.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	The HVAC Equipment List is included in ATTACHMENT ONE: HVAC EQUIPMENT LIST.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Provide onsite maintenance with four (4) times every three (3) months or quarter of the HVAC system and equipment. The Vendor shall furnish newly manufactured oil, grease, oil filters, coolant, and test kits. The equipment shall meet or exceed manufacturer specifications.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	The Department will: A. Maintain a small inventory of belts and will provide the vendor with belts for repairs. B. Be responsible for providing and replacing all air filters.	<input type="checkbox"/> YES <input type="checkbox"/> NO

**5.2 CERTIFICATION AND SAFETY LABELS**

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**6.0 CONTRACT ADMINISTRATION**

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

**6.1 CONTRACTING AGENCY CONTACT INFORMATION**

<b>Department of Natural and Cultural Resources</b>	
<b>Contract Manager</b>	<b>Procurement Lead</b>
Arhtur W. Mertz Deputy Director NC Aquarium at Pine Knoll Shores 1 Roosevelt Boulevard Pine Knoll Shores, NC 28512 Phone: (252) 247-4003 ext. 232 Email: <a href="mailto:Arthur.Mertz@ncaquariums.com">Arthur.Mertz@ncaquariums.com</a>	Dwayne Alston Procurement Specialist NC DNCR, Purchasing Office 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6734 Email: <a href="mailto:dwayne.alston@dncr.nc.gov">dwayne.alston@dncr.nc.gov</a>

### 6.2 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

### 6.3 INVOICES

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

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

Invoices must be submitted to the following address: NC State Parks  
PO# \_\_\_\_\_  
1615 Mail Service Center  
Raleigh, NC 27699-1615

Digital copies of invoices can be emailed to: [DNCRaccounts payable@dncr.nc.gov](mailto:DNCRaccounts payable@dncr.nc.gov)

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

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

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

### 6.4 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.

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

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

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

## 6.6 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 one (1) month to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## 6.7 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 Procurement Lead.

## 6.9 ATTACHMENTS

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

**The remainder of this page is intentionally left blank.**

**ATTACHMENT ONE: HVAC EQUIPMENT LIST**

<b>NC Aquarium Pine Knoll Shores- HVAC Equipment List</b>						
<b>ITEM</b>	<b>EQUIPMENT</b>	<b>QTY</b>	<b>MANUFACTURER</b>	<b>MODEL/ SO#</b>	<b>SERIAL #</b>	<b>RATING</b>
<b>1*</b>	<b>CHILLER</b>					
<b>A</b>	Chiller	1	Daikin	AWV020AJJNKKNOA	STNU200400130	300 ton
<b>2*</b>	<b>AUTOMATIC TEMPERATURE CONTROLS</b>					
<b>A</b>	Controls for BAS System	1	York-Johnson	N/A	N/A	N/A
<b>B</b>	Metasys BAS system	1	Johnson	Ver. 1.3.0.1231		
<b>C</b>	ConneXsys BAS system	1	York	Ver. 3.31		
<b>3*</b>	<b>CHILLED WATER PUMPS (FRAME)</b>					
<b>A</b>	Pump #1 (chiller water loop )	1	Bell & Gossett	1510 BF 10.25	CT2276-01 K40	918 GPM
<b>B</b>	Motor #1 (ConneXsys) (284T)	1	Marathon	AVH284TTDC4026BB J	N/A	25HP
<b>C</b>	Pump #2 (vertical Pump /chiller room)	1	Bell & Gossett	80 BF 8X11	CT2277-01 L40	918 GPM
<b>D</b>	Motor #2 (256 JPV)	1	Marathon	BVM256TTDX1706AA L	N/A	10HP Verticle
<b>4*</b>	<b>VARIABLE SPEED DRIVES (VSD)</b>					
<b>A</b>	VSD #2 (Chilled water loop pump)	1	JCI/Eaton	VS025411A-0000	12792868	480V 3P 34RMS
<b>B</b>	VSD #3 (AHU-11)	1	JCI/Eaton	VS015411A-N000	12847344	
<b>C</b>	VSD #4 (AHU-12)	1	JCI/Eaton	VS015411A-N000	12847341	
<b>5*</b>	<b>AIR HANDLER UNITS</b>					
<b>A</b>	AHU #1 (ConneXsys)	1	York	XT1-060X054-BAGA046A	CFNMXT0131	
<b>B</b>	AHU #2 (ConneXsys)	1	MagicAire	36-HBAW-4 W/DBL	W041129762	
<b>C</b>	AHU #3 (ConneXsys)	1	York	SO# 04-160831-041	CMNM 24278	
<b>D</b>	AHU #4 (ConneXsys)	1	MagicAire	48-HBAW-6/ DHCNX	W041129815	
<b>E</b>	AHU #5 (ConneXsys)	1	York	XT1-039X033-BAEA046A	CFNMXT0132	
<b>F</b>	AHU #6 (Metasys)	1	York	XTI-0511X069BAJ046A	CFNMXT0133	
<b>G</b>	AHU#7 (ConneXsys)	1	York	SO# 04-160831-21	CMNM24277D	

<b>H</b>	AHU#8 (Metasys)	1	York	BA00660845	CMNM24308D	
<b>I</b>	AHU#9 (ConneXsys)	1	York	SO# 04-160831-10	CMNM24276D	
<b>J</b>	AHU#10 (ConneXsys)	1	York	XT1-045X045-BAGA046A	CFNMXT0134	
<b>K</b>	AHU #11 (Metasys)	1	JCI -York	XTI-042X042-	CGMB XT0038	
<b>L</b>	AHU #12 (Metasys)	1	JCI-York	XTI-054X060-FAJA046A	CGBMXT0010	
<b>M</b>	AHU#13 (ConneXsys)	1	York	XT1-072X036-BAEA046A	CGNMXT0010	
<b>N</b>	AHU #14 (Ocean Tank Supplemental)	1	MagicAire	90-BVW/BWX	W07080039	
<b>O</b>	AHU #15 (Dairy Queen Supplemental)	1	MagicAire	HBB20-6W	W07080138	

**ATTACHMENT A: PRICING FORM**

**FURNISH AND DELIVER:** The Bid Price shall be submitted ONLY on the form and in the format provided. The Vendor shall not alter the pricing sheet in any way, or the bid shall be deemed non-responsive and shall not be evaluated further. The Vendor shall complete all line items in their entirety.

**TABLE 1: HVAC MAINTENANCE FOR EVALUATION PURPOSES**

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE (QUARTERLY SERVICE VISIT)	EXTENDED PRICE
1	3	PER SERVICE	Quarterly maintenance of HVAC equipment according to 5.1 SPECIFICATIONS.	\$ _____	\$ _____
2	1	PER SERVICE	Annual Maintenance of HVAC equipment according to 5.1 SPECIFICATIONS.		\$ _____
				<b>TOTAL PRICE</b> (Add Lines 1-2)	\$ _____

**TABLE 2: LABOR RATE FOR REPAIRS**

The Department estimates approximately ten (10) hours of repairs per year during normal business hours and ten (10) hours of after-hours repairs.

The Department requires bidder to provide the per-hour labor cost for repairs during normal business hours and after-hours. Failure to provide the requested repair labor rates will result in disqualification of Vendor’s bid. Labor rates will not be evaluated in determination of award; however, the awarded Vendor will be bound during the term of the Contract to the labor rates the awarded Vendor provided in Table 2 as part of its bid.

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE (PER HOUR)
1	10	HOUR	Labor rate per hour for repairs during normal business hours (8:00 a.m. to 5:00 p.m., Monday – Friday)	\$ _____
2	10	HOUR	Labor rate per hour for repairs <i>outside</i> of normal business hours (8:00 a.m. to 5:00 p.m., Monday – Friday).	\$ _____