



STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Invitation for Bid #: 46-21-1406

NC Museum of Natural Sciences at Whiteville Elevator Maintenance Contract

Date Issued: February 10, 2021

Bid Opening Date: February 23, 2021

At 2:00 PM ET

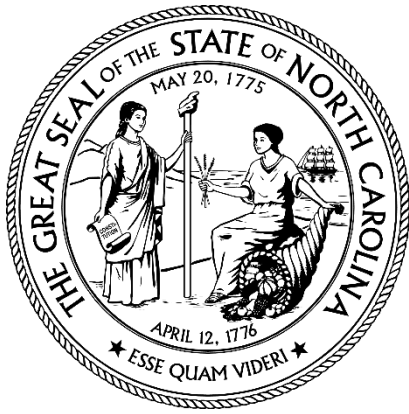
Direct all inquiries concerning this IFB to:

Dwayne Alston

Purchasing Officer

Email: dwayne.alston@ncdcr.gov

Phone: 919-814-6734



STATE OF NORTH CAROLINA

Invitation for Bid # 46-21-1406

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's Federal Employer Identification Number or alternate identification number (e.g., Social Security 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 shall be sufficient cause to reject your bid.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Refer <u>ALL</u> Inquiries regarding this IFB to: Dwayne Alston 919-814-6734 dwayne.alston@ncdcr.gov	Invitation for Bid # 46-21-1406
	Bids will be publicly opened: February 23, 2021, at 2:00 PM
Contract Type: Open Market	Using Agency: Museum of Natural Sciences Whiteville
Commodity No.: 721540 - Specialty building and trades services	Requisition No.: PR11988570

EXECUTION

In compliance with this Invitation for Bids, 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 certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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. 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 Contract; 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 bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot 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 #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
<small>*If submitting an electronic response Vendor has two options: 1) Vendor may apply a wet signature, scan, and then upload this attestation page as an attachment for submission through NC BIDS; or 2) Vendor may apply a digital/electronic signature in the designated box, scan, and then upload as an attachment along with its bids</small>		

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Department of Natural and Cultural Resources shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

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

The North Carolina Department of Natural and Cultural Resources, North Carolina Museum of Natural Sciences at Whiteville, (hereinafter, the Department) requires a Vendor to provide elevator maintenance. The Vendor shall provide all necessary materials, tools, and equipment.

North Carolina Museum of Natural Sciences at Whiteville is located at 415 South Madison Street, Whiteville, NC 28472.

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 BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's 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 concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.4. BID QUESTIONS. If the State determines that any changes will be made resulting from 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 post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. 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.* **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

2.3 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	February 10, 2021
Hold Pre-Bid Meeting	State	February 18, 2021, at 10:00 AM
Submit Written Questions	Vendor	February 19, 2021, by 12:00 PM
Provide Responses to Questions	State	February 20, 2021, by 4:00 PM
Submit Bids	Vendor	February 23, 2021, by 2:00 PM
Contract Award	State	To be determined

Due to COVID 19 Requirements of Social Distancing, the Public bid opening for this solicitation will be conducted via Microsoft Teams Meeting. Below is the Microsoft Teams call-in information for this procurement's bid opening scheduled for Monday, February 23, 2021, at 2:00 PM:

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

Conference ID number: 808 600 343#

Urged and Cautioned Site Visit

Date: February 18, 2021
Time: 10:00 a.m. Eastern Time
Contact #: (919) 606-1987

Instructions: Vendor representatives are URGED and CAUTIONED to attend this event and apprise themselves of the conditions and requirements that will affect the performance of the work called for by this Invitation for Bid. **A non-mandatory site visit is scheduled for 10:00 a.m. Eastern Time at North Carolina Museum of Natural Sciences at Whiteville, 415 South Madison Street, Whiteville, NC 28472 on February 18, 2021.** Face coverings are required in public places and indoors. Please see Executive Order No. 180 for more information at <https://governor.nc.gov/news/executive-orders>. Submission of a bid shall constitute conclusive evidence of Vendor's understanding of the purpose and significance of this event, and no allowance will be made for unreported conditions that a prudent Vendor would recognize as affecting the performance of the work called for in this bid. This conference is the only occasion on which this information shall be made available.

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 Invitation for Bid, must be confirmed by written addendum before it can be considered as a part of this bid.

2.4 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 above due date.

Written questions shall be e-mailed to dwayne.alston@ncdcr.gov by the date and time specified above. Vendors will enter "IFB #46-21-1406 – Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, 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 concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.5 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay for bids submitted electronically.

All bids shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the NC BIDS for Vendors page includes online training videos and a link to NC BIDS FAQs for Vendors.

<https://ncadmin.nc.gov/about-doa/divisions/purchase-and-contract/nc-bids>

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's bid(s).

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

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.6 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
- b) Demonstration of Vendor's Experience and References, Section 4.4
- c) Completed version of ATTACHMENT A: PRICING
- d) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) Completed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

2.7 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #46-21-1406 for (*name of Vendor*)". Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- d) **CONTRACT 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.
- e) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the State

conducts electronic procurement.

- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- g) **IFB:** Invitation for Bids.
- h) **NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.
- i) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- j) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- k) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- l) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- m) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- n) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural and Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- o) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- p) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated, and award or awards will be made based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the goods or Services 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 status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, 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 bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

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

Bids will be received from each responsive Vendor in a sealed envelope, package, or through NCBIDS.

All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the bids from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. 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 its option, the State may request clarifications, oral presentations or discussions with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other clarification—and often does 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.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS 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.

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 bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: 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 and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- 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 Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department 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 and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

Provide proof of current commercial liability insurance within five (5) days' notice of award.

Provide proof of a current North Carolina Board of Examiners of Electrical Contractors Elevator Classification License. This must be included with the Vendor bid response.

4.1 CONTRACT TERM

The Contract shall have a term of one (1) year, beginning on the date of contract award (the "Effective Date").

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING

Bid price shall constitute the total cost to the State for elevator maintenance, including all applicable charges for travel, mileage, administrative, and other fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING and include in Bid.

4.3 INVOICES

- a) The Vendor must mail or email no more than one (1) itemized invoice within fifteen (15) calendar days following the end of the month in which work was performed. The itemized invoice must include the cost for elevator maintenance.

Physical Address: NCDNCR Accounts Payable
 Purchase Order # _____
 4605 Mail Service Center
 Raleigh, NC 27699-4605
 Email: DNCRAccountspayable@ncdcr.gov

- b) 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.
- c) 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.

4.4 VENDOR EXPERIENCE AND REFERENCES

In its Bid, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina as described in this IFB with its bid response by submitting references as requested below.

List below at least three (3) references for which Vendor has supplied the exact or very similar service in the last two (2) years. The State shall contact one or more of these users to determine quality level of the service offered; as well as, but not limited to user satisfaction with Vendor performance. Information obtained will be considered in evaluation of the bids.

COMPANY NAME	SERVICE(S) PROVIDED	CONTACT NAME	TELEPHONE NUMBER

The remainder of the page intentionally left blank.

4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

4.6 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services shall possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor shall 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 shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Services and other deliverables under this 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 Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue 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.

5.0 SCOPE OF WORK

5.1 GENERAL

The North Carolina Department of Natural and Cultural Resources, North Carolina Museum of Natural Sciences at Whiteville, requires a Vendor to provide elevator maintenance. The Vendor shall provide all necessary materials, tools, and equipment.

5.2 TASKS/DELIVERABLES

- 1. Perform onsite elevator maintenance on one (1) Otis Geared Traction Elevator with Unit ID 300287, two (2) stops, and installed before 1970. Elevator maintenance includes one (1) onsite service visit per calendar month on typical workdays Monday through Friday, 8:00 AM to 5:00 PM. Museum business hours are Tuesday through Saturday 9:00 AM to 5:00 PM and closed Sunday and Monday. The Vendor shall be available on weekends, holidays and after 5:00 PM Monday through Friday in the event of an unforeseeable emergency that requires emergency elevator repair. Monthly elevator preventive maintenance includes elevator inspections; examinations; lubrication; testing; and cleaning and adjusting of elevator components. The Vendor shall furnish Original Equipment Manufacturer (OEM), newly manufactured material and fluids that are equal to or better than the material and fluids employed by the original manufacturer in terms of both performance and quality.
- 2. Maintain elevators in first class operating condition and comply with all requirements of the current American Standard Safety Code of Elevators and Escalators, ANSI standards. Each elevator was installed according to

the current Code requirements that were applicable in North Carolina at the time of installation. Any Code requirements subsequent to the installation will not apply.

3. Provide trained technicians directly employed and supervised by the Vendor who are qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in proper, safe, and operating condition according to manufacturer specifications.
4. Repairs of elevator components are not included in this contract. Potential repairs discovered while performing elevator maintenance must be submitted to the Contract Administrator with a quote itemizing all material and labor costs. The Contract Administrator shall approve all repair quotes before the commencement of work. All replacement parts shall be Original Equipment Manufacturer (OEM), newly manufactured and equal to or better than the parts installed by the original manufacturer in terms of both performance and quality. Refurbished, remanufactured, used and/or like new parts are prohibited.
5. Keep the guide rails properly lubricated, secured, and aligned at all times. Where roller guides are used no lubrication is required. When necessary, renew guide shoe gibs or guide rollers to assure smooth and quiet operation.
6. Periodically examine all safety devices and governors. All safety tests required by ANSI-A17.1 and the State of North Carolina shall be performed when due and in the presence of a State official.
7. Examine, lubricate, and adjust the following equipment:
 - A. Interlocks.
 - B. Car and Hatch Door Operators;
 - C. Car and Hatch Door Hangers.
 - D. Door Closures.
 - E. Signal System and Emergency Power Pack, Emergency Power Lower Devices.
8. The following items of elevator equipment are not included in this Contract.
 - A. Underground and/or buried piping and jack casing.
 - B. Smoke and fire sensors with related control equipment not specifically part of the elevator controls.
 - C. Refinishing, repairing or replacement of car enclosure, car doors, hoistway door panels, frames and sills, main line power switches, breakers, and feeders to controller.
9. Possess required software to access and operate control panels.
10. Even though the Vendor will recognize that additional service may be required in order to keep elevators in optimum performance, the Vendor shall adhere to the following schedule of inspections and maintenance operations which constitute the minimum of operations to be performed.
 - A. Ride each car. Check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections, as necessary.
 - B. Inspect and wipe clean all motors, machines, and generators.
 - C. Inspect controllers, selectors, selector drives and governors.
 - D. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
 - E. Perform all work according to the Maintenance Manual Index. Manuals are kept onsite.
 - F. General Maintenance Instructions.
 - G. Lubrication specifications.
 - H. Static Protection.
 - I. Care and cleaning of architectural metals.
 - J. Lubrication chart.
 - K. Jack packing.
 - L. Inspect power unit for leaks.
 - M. Controller Diagnostics and adjustments.
 - N. Inspect solenoid.
 - O. Shut off valve.

- P. "Oildrolic" or "Hydraulic" Controller Gasket Kit.
 - Q. Pumps.
 - R. EP power units.
 - S. Silencer assembly.
 - T. Viscosity control.
 - U. Guide shoes.
 - V. Guide rail lubrication.
 - W. Single bearing jack packing.
 - X. Magnetic switch.
 - Y. Mechanical switch.
 - Z. A. C. Contactor.
 - AA. Relays.
 - BB. Sliding Door Guide.
 - CC. Pick-up roller.
 - DD. Door hanger assembly.
 - EE. Hatch hanger.
 - FF. Clutch hanger.
 - GG. Signal fixture assembly.
 - HH. Door security system.
 - II. Check all fluid levels.
 - JJ. Check tank filters.
 - KK. Inspect brushes on DC motors.
 - LL. Check V belts for splitting and fraying.
 - MM. Clean rails, hatch walls, car top, pit and beams and check guide rail brackets for lightness.
 - NN. Provide annual no load safety test.
 - OO. ANSI A17.1 Five (5)-year safety test (contract speed, full load) is required within the period of the Contract by product specifications, and any other test that may be required during the Contract period.
 - PP. All parts subject to rust shall be painted as required to maintain a presentable appearance.
 - QQ. Check quarterly to make sure the car lights and alarm systems operate when an emergence power (emergency power battery pack) as per ANSI A17.1 Rule 211.
 - RR. Check all car handrails quarterly and tighten, as necessary.
11. Maintain all elevator equipment to preserve the operating characteristic in line with the original design. For all elevators, the Vendor shall always maintain the following performance requirements which are a part of the original design.
- A. Contract speed and brake to brake flights times, as originally installed.
 - B. Leveling accuracy.
 - C. Opening and closing times of all hoistway and car doors within limits of ANSI A17.1 Code assuring minimum standing time at each floor.
 - D. Door reversals on elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray and safety screen devices shall always be operable under normal operation.
 - E. Variable care and hall door hold open times maintained in accordance with original design. Deviations from this performance standard are not acceptable.
 - F. Elevators operating under Group Supervisory Systems shall always operate in accordance with design specifications as originally installed. The Vendor shall periodically test elevators operating under Group Supervisory Systems to ensure performance levels of systems, prove that variable and fixed features are operating properly and that all circuits and time settings are properly adjusted. The Vendor shall submit test results to the Contract Administrator.
 - G. Emergency fire service operations must be tested monthly to ensure proper functioning as required by ANSI A17.1 Code and the North Carolina Building Code. The Vendor shall record test results on the appropriate form located in the Elevator Mechanical Room.

Should the Department discover through its own investigation that these standards are not being maintained, the Vendor shall be notified and given a fourteen (14) calendar day notice to restore the performance of the equipment to the required level. Failure by the Vendor to cure performance failure shall give the Department sufficient cause for Contract termination by reason of default. See ATTACHMENT C: NORTH CAROLINA

GENERAL CONTRACT TERMS & CONDITIONS, Item 1 Performance and Item 2 Default and Termination. Cannibalization of elevators to restore other elevators to operation status is strictly prohibited.

12. Notify the Contract Administrator in writing, at least thirty (30) days prior to any service and/or repairs approved in advance which will result in elevator downtime. The Vendor must provide advance notice to the Contract Administrator which includes an estimate of the duration of downtime.
13. Accompany a designated representative(s) of the Department on inspections of the work location at any time during business hours. The Department reserves the right to make determinations as to whether service is being performed satisfactorily. Failure to satisfactorily perform any or all services outlined in the Contract will be grounds for cancellation of the Contract. The Vendor shall furnish, as required, at no cost to the Department, qualified personnel to accompany the State Elevator Inspector when requested.
14. Be available one (1) time per calendar month for a scheduled meeting with the Contract Administrator on the past month's performance of the Contract. At the Department's discretion, the meeting may be held at the Museum or via telephone.
15. Attempt to comply with energy conservation requirements initiated by the Department.
16. Furnish all necessary equipment, supplies and materials necessary for professionally performing all work in this Contract. Any losses to the Department caused by inferior quality work, equipment or supplies shall be reimbursed to the Department by the Vendor.
17. At the end of the contract, supply the Contract Administrator with a set or reproducible wiring diagrams covering all changes, modifications, etc., which were completed during the term of the contract.
18. At no additional charge, the Vendor shall provide emergency call back service on a 24/7 basis in cases where a shutdown or emergency develops. The Vendor's mechanic/technician should respond to the call with onsite service within twenty-four (24) hours of the request by the Contract Administrator or any authorized representative of the Department in order to restore elevator equipment to service in cases where a shutdown or emergency has developed.

If the Vendor's mechanic/technician responds to a request after normal working hours, the mechanic/technician shall check in with the Contract Administrator or authorized representative. The Vendor shall sign in upon arrival at the Museum and sign out after the elevator equipment has been serviced and restored to its original operating condition.

Under no circumstances will the Department pay the Vendor travel time, mileage, administrative fees, fuel charges when providing emergency call back service to the Museum.

19. Guarantee all work performed for the duration of the Contract as well as for ninety (90) days after contract termination. Should the Department determine during the Contract period or within thirty (30) days after the Contract termination that any required work has been performed improperly or not at all, the Vendor shall, after receiving by mail written notification from the Department, correct said deficiency within fourteen (14) calendar days. All requirements written during the Contract period by the North Carolina Department of Labor Elevator Division specific to the Museum's elevator shall be completed by the Vendor before the abatement date of the report or the expiration of the Contract, whichever comes first.
20. Vendor personnel shall be of good character, wear distinctive uniforms or badges while on Department property, not engage in excess/unnecessary conversation with Department employees, not remove any articles from the Museum regardless of its value(including items in the trash), abide by any rules and regulations set forth by the Department and immediately report any property damage to the Contract Administrator.
21. Supply tools, ladders, lifts or any other equipment to inspect, repair and replace elevator parts and components according to any OSHA and NCDOL requirements.
22. Identify the employee(s) who is(are) assigned to each service call prior to the commencement of work.

23. Provide all costs and labor rates per hour for repairs performed during regular business hours 8:00 am to 5:00 pm Monday through Friday and for nights, weekends, and holidays on Tables 1 and 2 of ATTACHMENT A: PRICING.
24. Sign in and out of the Museum on the logbook and with the Contract Administrator upon arrival on-site of each service call, after completing all work ,and prior to departing the facility. The Vendor shall inform the Contract Administrator or designee of work completion status.

The Department will:

1. Provide the Vendor with all normal utilities such as electricity, lights, water, etc., necessary for the performance of this Contract. The Vendor shall attempt to comply with energy conservation requirements initiated by the Department.

CONTRACT ADMINISTRATOR: Rick Adams, (919) 606-1987, rick.adams@naturalsciences.org

5.3 ACCEPTANCE OF WORK

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

5.4 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the State, up to one (1) month after such end date all such reasonable transition assistance requested by the State, 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 deemed to be governed by the terms and conditions of this 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 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.

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6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

Vendor Project Manager:

Name

Address

Email

Phone Number

Department of Natural and Cultural Resources Contract Administrators

For All Day-To-Day Activities Described in Section 5.0 Scope of Work	For All Other Contract Issues
Rick Adams NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601 Telephone: (919) 606-1987 Email: rick.adams@naturalsciences.org	Cynthia Armes Director of Procurement NC DNCR, Purchasing Office Purchasing Office, Archives & History Building, 3 rd Floor 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6728 Email: cynthia.ames@ncdcr.gov

6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall 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 The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 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 the Vendor.

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Attachments to this IFB begin on the next page.

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

TABLE 1: ELEVATOR MAINTENANCE

FOR EVALUATION PURPOSES

ITEM	QUANTITY (Months)	UOM	DESCRIPTION	UNIT PRICE (Enter price for each service visit)	EXTENDED PRICE (Quantity x Unit Price)
1.	12	EACH	Perform onsite elevator maintenance on one (1) Otis Geared Traction Elevator with one (1) onsite service visit per calendar month on typical workdays Monday through Friday, 8:00 AM to 5:00 PM.	\$ _____	\$ _____

TABLE 2: LABOR RATE FOR REPAIRS

Department estimates approximately five (5) hours of repairs per year during normal business hours and five (5) hours of afterhours repairs.

Department requires bidder to provide the per-hour labor cost for repairs during normal business hours and afterhours. 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 this Table 2 as part of its bid.

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

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_09.2020.pdf

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ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Vendor shall complete items a) and b) below.

a) Will any work under this Contract be performed outside the United States? ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under The Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) Vendor shall Identify all U.S. locations at which performance will occur:

Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing Services under the Contract to a location outside of the United States.

NOTE: All Vendor or sub-Contractor personnel providing call or contact center Services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center Services are being provided.

ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION**HISTORICALLY UNDERUTILIZED BUSINESSES**

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? ☐ **Yes** ☐ **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If so, state HUB classification: _____

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

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

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

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below:

Signature_____
Date_____
Printed Name_____
Title**[This Certification must be signed by an individual authorized to bind the Vendor]**