



STATE OF NORTH CAROLINA

Department of Administration

Office of Fiscal Management – Purchasing Section

Request for Proposal #: 13-DOA175940746

State Complex Elevator and Escalator Maintenance and Repairs

Date of Issue: April 27, 2021

Proposal Opening Date: May 17, 2021

At 2:00PM ET

Direct all inquiries concerning this RFP to:

Meredith Swartz

Purchasing Officer

Email: Meredith.swartz@doa.nc.gov

Phone: 984-236-0083



STATE OF NORTH CAROLINA

Request for Proposal

13-DOA175940746

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please 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 is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor #

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

Department of Administration

Refer <u>ALL</u> Inquiries regarding this RFP to: Meredith Swartz <u>Meredith.swartz@doa.nc.gov</u> 984-236-0083	Request for Proposal #: 13-DOA175940746
	Proposals will be publicly opened: May 17, 2021
	Commodity No. and Description: 721540 - Specialty building and trades services
Contract Type: Open Market	Using Agency: Facility Management Division

EXECUTION

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- that this proposal 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, 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 RFP, 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 response to the RFP, 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 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**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals 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:

VALIDITY PERIOD

Offer valid for at least 90 days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your proposal is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

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

The attached certification, by _____
(Authorized Representative of Department of Administration)

Contents

1.0	PURPOSE AND BACKGROUND	6
1.1	CONTRACT TERM.....	6
2.0	GENERAL INFORMATION.....	6
2.1	REQUEST FOR PROPOSAL DOCUMENT	6
2.2	E-PROCUREMENT SOLICITATION	6
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	6
2.4	RFP SCHEDULE	7
2.5	SITE VISIT	7
2.6	PROPOSAL QUESTIONS	7
2.7	PROPOSAL SUBMITTAL	8
2.8	PROPOSAL CONTENTS	8
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	9
3.1	METHOD OF AWARD	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	PROPOSAL EVALUATION PROCESS.....	9
3.4	EVALUATION CRITERIA	10
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	10
3.6	INTERPRETATION OF TERMS AND PHRASES.....	11
4.0	REQUIREMENTS	11
4.1	PRICING.....	11
4.2	INVOICES.....	11
4.3	FINANCIAL STABILITY	11
4.4	PROPOSAL REQUIREMENTS	12
4.5	REFERENCES	13
4.6	BACKGROUND CHECKS.....	13
4.7	PERSONNEL.....	13
4.8	VENDOR'S REPRESENTATIONS	13
4.9	AGENCY INSURANCE REQUIREMENTS MODIFICATIONS	14
5.0	SCOPE OF WORK	14
5.1	GENERAL	14
5.2	OBJECTIVES	14

5.3	TASKS AND DELIVERABLES.....	14
5.4	WARRANTIES.....	21
5.5	CERTIFICATION AND SAFETY LABELS	21
6.0	CONTRACT ADMINISTRATION.....	22
6.1	PROJECT MANAGER AND CUSTOMER SERVICE	22
6.2	POST AWARD MANAGEMENT REVIEW MEETINGS	22
6.3	CONTINUOUS IMPROVEMENT.....	22
6.4	ACCEPTANCE OF WORK.....	22
6.5	TRANSITION ASSISTANCE	22
6.6	DISPUTE RESOLUTION	23
6.7	CONTRACT CHANGES.....	23
7.0	ATTACHMENTS	23
	ATTACHMENT A: PRICING.....	23
	ATTACHMENT B: INSTRUCTIONS TO VENDORS.....	23
	ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS	23
	ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR.....	23
	ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION.....	23
	ATTACHMENT F: CUSTOMER REFERENCE FORM	23
	ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION	24

1.0 PURPOSE AND BACKGROUND

The Department of Administration, Facility Management Division, is responsible for the efficient and safe operation of elevators and escalators in the State complex located in Raleigh, North Carolina. These elevators and escalators are used by State employees and visitors and are to be maintained at the optimal operating level.

Facility Management Division is seeking to contract with a qualified Vendor to provide preventive maintenance and repair services on the State complex elevators and escalators. The preventive maintenance program as herein specified will consist of an all-inclusive service, including but not limited to elevator and escalator inspections, examinations, lubrication, testing, cleaning, adjusting, and all major and minor repairs of equipment.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, 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 (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional terms, and with the Vendor's concurrence, the State reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Contract Terms and Conditions, do not apply to this solicitation.

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

2.3 NOTICE TO VENDORS REGARDING RFP 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 RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. 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 RFP addendum. The State may also elect to leave open the possibility for later 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 proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	April 27, 2021
Hold Pre-Proposal Meeting/Site Visit	State	May 4, 5, 6, 2021 @ 8:30AM
Deadline to Submit Written Questions	Vendor	May 10, 2021 @ 12:00PM
Provide Response to Questions	State	May 12, 2021
Submit Proposals	Vendor	May 17, 2021 @ 2:00PM
Contract Award	State	June 21, 2021
Contract Effective Date	State	July 1, 2021

2.5 SITE VISIT

Urged and Cautioned

Date: May 4,5,6, 2021
Time: 8:30AM Eastern Time
Location: Facility Management Division, 431 North Salisbury Street, Raleigh, NC 27603
Contact #: Scott Brantley 919 733 0777

Instructions: Vendor representatives are URGED and CAUTIONED to attend the site visit at the date, time and location specified above and apprise themselves of the conditions and requirements that will affect the performance of the work called for by this RFP. This will be a three-day site visit for Vendors to see each of the buildings and equipment covered under this contract. The site visit will begin with a walking tour of the downtown Raleigh complex. Vendors will need to provide their own transportation to the other outlying areas. Submission of a proposal 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 proposal.

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 Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to bid.inquiry@doa.nc.gov by the date and time specified above. Vendors should enter "RFP #13-DOA175940746 - Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP 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 RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal received after the proposal deadline will be rejected.

If applicable to this RFP and using NC BIDS, all proposal responses 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](#).

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP 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 RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

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

- a) Cover Letter, must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor's Proposal
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT F: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

The State's standard definitions can be found in the INSTRUCTIONS TO VENDORS link. Below is the list of definitions, acronyms, and abbreviations specific to this procurement:

- a) NCDOA: North Carolina Department of Administration
- b) FMD: Facility Management Division

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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.

The Contracting Agency will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this solicitation. A Proposal Evaluation Committee will be appointed to review all submitted proposals. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below and in section 3.4 of this RFP.

BEST VALUE: The evaluation method for this procurement will be "Best Value". The intent of a "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in Section 3.4 to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.

The Evaluation Committee will create a narrative and by consensus, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provides the best value to the State.

While the intent of this RFP is to award a Contract(s) to 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 RFP 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 proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the proposer, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION, of the INSTRUCTIONS TO VENDORS.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

DUE TO THE CURRENT HEALTH RISKS ASSOCIATED WITH COVID-19, BID OPENINGS WILL NOT BE OPEN TO THE PUBLIC.

The NCDOA will be conducting live bid openings over conference call. Below is the call-in information for this procurement's bid opening scheduled for May 17, 2021 @ 2:00PM

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Join with a video conferencing device

ncgov@m.webex.com

Video Conference ID: 116 237 348 0

[Alternate VTC dialing instructions](#)

Or call in (audio only)

[+1 984-204-1487,,492717861#](#) United States, Raleigh

Phone Conference ID: 492 717 861#

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in section 2.7.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP. 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 that date and time, the proposal from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

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 RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal 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 submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the State:

1. **Vendor Experience:** the evaluation of the Vendor's response to section 4.4.2 past experience and how it relates in size and scope to the tasks and services required under this RFP.
2. **Staffing:** the evaluation of the Vendor's response to section 4.4.3 and its proposed staff to complete the scope of work and meet the requirements under this RFP
3. **Technical Approach:** the evaluation of the Vendor's response to section 4.4.4 and its proposed operations, capacity, and service to be used under this contract if awarded.
4. **Cost:** the evaluation of the Vendor's total annual cost for inspections and testing of the equipment covered under this contract if awarded. (See Attachment A: Pricing Form, Section C: Total Annual Costs)

3.5 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 RFP, 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

3.6 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal 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 resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals 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 Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, 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 2.6.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.2 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.

Invoices must be submitted to the following address:

North Carolina Facility Management Division
1313 Mail Service Center
Raleigh, NC 27699-1313

- b) Invoices must be submitted to the Contract Administrator in digital or hard copy form on the Vendor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue 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 the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the vendor's financial stability.

4.4 PROPOSAL REQUIREMENTS

Vendor shall respond in its proposal to each of the sections below. Sections shall be tabbed and titled as listed. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

4.4.1 GENERAL VENDOR REQUIREMENTS

Vendor is to provide a statement in its proposal that it meets all of the requirements and provide the required documentation below:

- A. The Vendor shall be in the business of manufacturing, installing, and servicing elevators and elevator equipment. The vendor shall be licensed and/or certified by the manufacturer of the existing equipment under this contract, to service the elevator controllers, including making program changes as necessary or requested by the owner.
- B. Vendor MUST provide, at a minimum, a copy of their electrical license. Any other supporting documentation of being properly authorized and licensed for the particular job(s) to be performed shall also be included with proposal.
- C. Vendor shall have employees stationed within a twenty-five (25) mile radius of this facility for emergency call back service.
- D. This contract requires two (2) resident technicians for routine maintenance and service calls during regular business hours Monday – Friday 7:30AM – 4:30PM. These two resident technicians shall not be pulled from duty to resolve any Escalator issues. Vendor must have the capability to provide a minimum of six (6) available technicians/mechanics to complete tasks under this contract at any given time on an as needed basis. If the State has multiple projects happening at the same time, the Vendor must be able to meet the demand. Example: required 2 assigned technicians on site for regular schedule inspection, maintenance, and service calls; additional employees could be needed for emergency situations or additional repairs. Vendor must describe its capability to be able to meet this requirement in its Staffing Plan. Note, additional employees will only be used on an as needed basis and rates will be assessed per Section D of the Pricing form.

4.4.2 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Information shall include company background and general information such as years of business and size of business. Vendor shall cite experience by providing minimum of three (3) examples of experience with similar contracts performed by the Vendor within the last 5 years. Vendor shall describe services rendered and provide references for each of these projects.

4.4.3 STAFFING PLAN

In its Proposal, Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. Vendor shall provide information as to the qualifications and experience of all professional personnel, technicians, and mechanics to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Vendor shall include in its staffing plan how it will meet the minimum requirement of having six (6) available technicians/mechanics at any given time for emergency repairs outside of normal scheduled maintenance (4.4.1.D.).

4.4.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included. Information included in this section shall include the following:

- A. Operations: Vendor must describe its technical approach to meet each of the requirements of this RFP (4.5.1.A-C). Description shall include information as the Vendor's schedule of inspections and regular scheduled maintenance per the scope of this RFP, as well as description of intake of initial request for emergency call back service and dispatch procedures.
- B. Capacity: Vendor must describe in its technical approach an equipment list and repair part supply lines it proposes to use under this contract. Vendor must describe its procedures and equipment used in diagnosing problems with elevators and escalators.
- C. Service: Vendor is to describe its service objectives and resources including but not limited to: Vendor's web presence; operational hours where staff is onsite and available for contact via phone and email; phone and email communication capabilities. Vendor must describe how it plans to meet the requirement of digital service ticket system (Section 5.3.5.K)

4.5 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT F: CUSTOMER REFERENCE FORM, for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

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

Should the Vendor's proposal 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 agree to approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

If the proposal results in an award, the 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 Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATIONS

The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated.

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

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

5.0 SCOPE OF WORK

5.1 GENERAL

The preventive maintenance program as herein specified will consist of an all-inclusive service including but not limited to elevator inspections, examinations, lubrication, testing, cleaning, adjusting, and all major and minor repairs of equipment. The building, number, make, type, landings/capacity, and speed of all equipment covered under this contract is listed on Attachment A: Pricing Form.

5.2 OBJECTIVES

The elevators under this contract shall be maintained in first class operating condition and must comply with all requirements of the current American Standard Safety Code for Elevators, ANSI- A17.1, and ANSI Inspection Manual, ANSI-A17.2 and all other application laws, regulations, ordinances, codes, etc., and the American National Standards Institute (ANSI) Code shall be used as a guide to establish that the elevators are operating safely. The Vendor shall provide a full maintenance program in accordance with ANSI standards.

The elevators were 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.

5.3 TASKS AND DELIVERABLES

5.3.1 Maintenance Specifications

1. Required Maintenance Service:

- a) Vendor under this contract will maintain the entire elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. Vendor will use trained personnel directly employed and supervised by the Vendor. These personnel will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition.
- b) Vendor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: MACHINES, MOTORS, GENERATOR AND CONTROLLER PARTS, including but not limited to Worms, Gears, Thrusts, Bearings, Commutators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frames, Hydraulic Valves, and other parts.

These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Vendor shall provide a list of all repair parts, repair part numbers and source of manufacturer plant to Facility Management as repairs are completed.

- c) Vendor will 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 in order to assure smooth and quiet operation.
 - d) Vendor will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes and/or flat coated hoist ropes (a.k.a. hoist belts). All safety tests required by the ANSI-A17.1 and the State of North Carolina shall be performed when due and in the presence of a state official, or his designee.
 - e) Vendor will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.
 - f) When drive belts are used Vendor will provide a means of monitoring the integrity of the coated steel belts to ensure Code compliance and that no unsafe conditions exist. The selected elevator Vendor must include provisions to ensure such monitoring occurs and so that the elevator is removed from service if the belts reach their wear tolerance limit.
 - g) All lubricants used by the Vendor will be equal to or better than the quality specified by the manufacturer of the equipment.
2. Vendor will also examine, lubricate, adjust, repair and/or replace 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
3. 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.

5.3.2. Schedule of Maintenance Operations:

The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum of operations to be provided. The successful Vendors must recognize that additional service may be required in order to comply with performance evaluation requirements specified herein.

The Vendor must assign a minimum of two (2) qualified elevator mechanics to the Contracting Agency to properly maintain elevators in accordance to manufactures specifications Monday through Friday, 8:00 AM to 5:00 PM for all buildings.

Should the Vendor be required to make repairs either from misuse, or repairs not included in the contract during normal working hours, the Vendor will assign another mechanic to perform the extra needed repair to ensure the maintenance contract is not being neglected.

A. Elevators

This service is to be performed at least once per month or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at proper performance levels:

1. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops, and brake action. Make corrections as necessary.
2. Inspect and wipe clean all motors, machines, and generators.
3. Inspect controllers, selectors, selector drives, and inspect and clean working parts for governor's free operation.
4. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
5. Wipe clean all motor, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes if necessary.
6. Clean and lubricate direction and accelerating switches.
7. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, as needed, and lubricate pivot pins.
8. Clean hoistway pits and inspect equipment in them.
9. Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
10. Check retiring cam operation and make necessary adjustments or corrections.
11. Clean car position indicators, arrival gongs, adjust or replace as necessary.
12. Examine all wire ropes and fastenings, check and adjust rope tension.
13. Examine traveling cables for wear and position, replace as necessary.
14. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator, lubricate bearings as necessary.
15. Inspect door monitoring equipment, photo eyes, safety screens and safety edge units. Clean, lubricate, adjust or repair as necessary.
16. Lubricate selector drive screws and guides and clean contacts if necessary.
17. Clean and lubricate automatic slow down and stopping switches on top of cars.
18. Inspect, clean, car guides and lubricate rails (unless roller guides are used).
19. Clean and Check car fan motors for proper operation, replace if necessary.
20. Inspect drive and secondary sheaves, clean and lubricate as required.
21. Check bearings for proper operation and wear.
22. Examine machine gear teeth for cutting or noise, keep machine oil at proper levels.
23. While riding on top of cars, physically check condition and operation of door locking equipment.
24. Perform electrical test of door interlock circuits.
25. Clean, lubricate and examine door locks and door closer equipment.
26. Examine car and counterweight guide shoe and fastenings.
27. Renew gibs or rollers, lubricate as necessary. Clean door tracks.
28. Remove car station cover, blow out, clean and adjust contacts, switches and buttons.

29. Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all control motors and regulators, and generators.
30. Thoroughly examine and clean starter and control panels, replace all worn contacts and shunts.
31. Check, clean and adjust operation of slow-down and limit switches.
32. Clean governor and safety for proper operation and lubricate.
33. Examine and clean the buffers, Oil plunger if necessary. Perform "hand test" of plunger return.
34. Blow out and vacuum controller motors and M. G. Sets.
35. Check machine gear oil, seal any oil leaks, examine gear teeth, and refill with fresh oil as necessary,
36. ****Annually**, check and clean machine brake. Disassemble and replace worn components, reassemble and readjust as necessary.
37. Clean and lubricate hoistway door hanger tracks and door arms.
38. Examine car and counterweight wire hoist ropes, flat coated hoist ropes (a.k.a. hoist belts), and governor ropes for wear and condition. Re-rope and Re-belt if necessary.
39. Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check bracket bolts for tightness.
40. ****Perform Annual No-Load Safety Tests.**
41. ****Perform ANSI A17.1 Five (5)-Year Safety Tests** (contract speed, full load) is required with-in the period of the contract by project specifications, and any other test that may be required during your contract period.
42. All parts subject to rust will be painted as required to maintain a presentable appearance.
43. Check monthly to be sure the car lights and alarm system operate when on emergency power (emergency power battery pack) as per ANSI A17.1, Rule 204, Rule 211 Rule 2.14.7.1.3
44. Check all car handrails monthly and tighten as necessary.
45. Elevators cab systems (telephone, lighting system, buttons, etc.) shall be maintained monthly as required by code and repaired as necessary.

NOTE: **Items 36, 40 and 41 will not be required monthly, but as stated.

B. Escalators

This service is to be performed according to the manufacture's standard maintenance requirements so as to maintain the equipment at proper performance levels.

1. Before starting service, check with Building Coordinator
2. Erect proper barricades
3. Remove barricades upon completion of Service Unit
4. Inspect the Escalator for noise and proper ride quality
5. Check travel direction switches and emergency stop switches for proper operation
6. Lubricate drive chains
7. Lubricate handrail chains
8. Lubricate step chains
9. Check, clean and lubricate step chain tension device and adjust
10. Check demarcation lights
11. Check balustrade lighting

12. Check broken step contact keep centered
13. Check broken drive chain contact and lubricate pivot
14. Clean lower and upper pits
15. Check step entry into upper and lower combs adjust as needed
16. Check horizontal and vertical movement at cob plates and adjust spring tension
17. Check lower and upper comb segments
18. Clean and lubricate lower and upper comb plate guides
19. Check step up thrust devices
20. Check lower and upper comb plate contacts
21. Check step rollers condition
22. Check step pads condition
23. Clean running surface of step roller guide rails
24. Check skirt to step gap with gauge
25. Step area on skirting clean and lubricate
26. Check all skirting contacts
27. Check condition of handrail entry contacts upper and lower ends
28. Check handrail tension
29. Check handrail pressure belt tension and condition
30. Check and lubricate step level contact
31. Check handrail speed monitor
32. Check automatic lubricate system
33. Check transmission oil level
34. Clean controller and check wiring connections
35. Check and adjust stopping distance if necessary

5.3.3 Performance Requirements:

Vendor employees shall be of a good character as decided by the Vendor and State of North Carolina as determined by references. Vendor employees shall wear distinctive uniforms or badges while on State Property; shall be instructed to abide by any rules and regulation set forth by the State of North Carolina; shall report immediately any property damage; shall not engage in unnecessary conversation with customer employees, tenants, or students; shall not remove any article from the facility regardless of its value and regardless of any employee's permission. This includes any item found in the trash.

It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should the Contracting Agency find through its own investigation or the Agency's representative that these standards are not being maintained, the Vendor will be given fourteen (14) days' notice to restore the performance to the required level. Failure by the Vendor to restore the performance to the required level within the fourteen (14) day period may employ the use of the performance bond to ensure that corrective action is taken within the specified period. Cannibalization of elevators to restore other elevators to operational status is strictly prohibited without prior approval of the Contract Administrator.

All requirements written during the contract period by the North Carolina Department of Labor Elevator Division that are the responsibility of the elevator Vendor, shall be completed before the abatement date of the report, or expiration of the contract period, whichever is less. The State of North Carolina will not allow the elevator Vendor who is awarded the contract to make this determination.

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

- A. Contract speed of all elevators shall be maintained, and brake to brake flight times shall be maintained as originally installed.
- B. Leveling accuracy of all elevators shall be maintained at all times.
- C. Opening and closing times of all hoistway and car doors shall be maintained within limits of ANSI A17.1 code, yet assuring minimum standing time at each floor.
- D. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray, and safety screen devices shall be operable at all times under normal operation.
- E. "Variable car and hall door hold open times shall be maintained in accordance with original design." Deviations from this will not be permitted.
- F. Elevators operating under Group Supervisory Systems shall operate at all times in accordance with design specifications as originally installed. The Vendor shall be required to periodically test these systems and submit to Facility Management, test data indicating performance levels of systems and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.
- G. Emergency Fire Service Operation and Emergence Communication Devices shall be tested monthly to be sure it is functioning properly as required by ANSI A17.1 and the North Carolina Building Code. Test record shall be entered on appropriate form located in mechanical room.
 - 1. Spare Parts: To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the successful bidder will be required to have and maintain on the jobs in metal cabinets furnished by him, a supply of spare parts sufficient for normal and repair of the elevator. These spare parts and lubricants shall be equal to or better than original manufacturer's parts.

Master controller, door operation, and any other component parts must be delivered within forty-eight (48) hours of needed repair.

Used parts or parts that are not equal to or better than the genuine manufacturer's, parts are not acceptable and will not be permitted.
 - 2. Schedule: The Vendor shall furnish the State of North Carolina a written schedule of when major service, resulting in downtime, will be performed at least thirty (30) days prior to service.
- H. Cleanup - The Vendor shall properly dispose of all trash and debris from the job site on a daily basis. Upon completion of a project, Vendor shall immediately remove all materials, supplies, equipment, tools, debris, and rubbish from the project site and shall not be placed in any State waste recycle dumpster on State property. The State will not handle collection services, skid boxes, etc. The Vendor shall not allow any material to enter the storm water collection system on State property.

5.3.4 Testing and Inspections:

The importance of the elevators, covered by the agreement and specifications, demand that they be maintained in satisfactory and safe operating condition at all times in accordance with the requirements of these specifications and to be kept capable of providing their initial maximum performance, capacity, and speed. The owner reserves the right to make such test or cause to make such test when advisable to ascertain that the requirements of these conditions are being fulfilled.

5.3.5 Additional Provisions:

- A. Vendor shall not make revisions or repairs to equipment except those incidentals to the operation of the machinery without approval of the Contracting Agency.

Vendor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by person other than Vendor or his employees. If revisions or repairs are required under these conditions, the Vendor will obtain approval from the Contract Administrator at the facilities before any repairs are made, giving an estimated cost to complete the renewal or repair.

- B. **Inspection:** The Vendor shall accompany a designated representative(s) of the Contracting Agency on inspections of the work location; at any time during business hours of the State. The Contracting Agency 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. Vendor will furnish, as required, at no cost to the State of North Carolina, Qualified Personnel to accompany State Elevator Inspector when requested
- C. **Job Conferences:** At least every thirty (30) days, the Vendor will be available for a conference on the past month(s) performance of the contract with a representative of the Contracting Agency. A written periodic performance report may be requested by proper authorities within the State.
- D. **Utilities:** The State of North Carolina will provide the Vendor with all normal utilities such as electricity, lights, water, etc., necessary for performing this contract. Upon written request from the Contracting Agency, the Vendor will comply with energy conservation requirements initiated by State Government.
- E. **Equipment and Supplies:** The Vendor shall furnish all necessary equipment, supplies and materials necessary for professionally performing all work in this contract. Losses to the State caused by inferior quality work, equipment or supplies shall be reimbursed by the Vendor.
- F. **Permits and Technical Data and Wiring Diagrams:** Vendor shall provide to the State of North Carolina at the end of the contract a set or reproducible wiring diagrams covering all changes, modifications, etc., which took place during the term of the contract.
- G. **Emergency Call Back Service:** The Vendor shall provide at all times (24 hours per day, 7 days per week) emergency call back service at no additional cost to the Contracting Agency. Emergency callback service shall consist of responding (responding means being on the job site) within a one (1) hour period of notification (s) by an authorized representative of the Contracting Agency to restore an elevator to service in a case where a shutdown or emergency develops between routine maintenance. **The Contracting Agency is not responsible for any cost if the unit is found running when the technician arrives.**

The Vendor is responsible for retrieving keys and other items which may be dropped in elevator pits. This work shall be performed by mechanic or mechanic helper assigned to the complex. This work shall be performed as part of the contract at no additional cost to the Contracting Agency, if required during normal business hours, M-F, 8:00 AM – 5:00 PM. If required after normal business hours, Vendor shall be paid at the overtime rate provided as part of the cost proposal Hourly Labor Rate. The Vendor will not be paid more than one (1) hour for each occurrence.

Overtime emergency call back service is included in this contract at no additional cost to the Contracting Agency. **(Service person responding to afterhours calls will notify State Capitol Police @ 919-733-3333 after elevator is returned to use.)**

Under no circumstances will any travel time, mileage, or expenses be paid by the Contracting Agency under this contract. Vendor shall have employees stationed within a twenty-five (25) mile radius of this facility for emergency call back service.

- H. **Plant Engineering Check:** Each time an elevator is serviced, whether emergency or regular routine, a report on approved form shall be submitted to the facility within forty-eight (48) hours after servicing. This report shall cover all work done at the time of servicing.

- I. **Addition or Deletion of Units to be maintained:** The elevators to be serviced and maintained under this Agreement are specified in ATTACHEMENT A: Pricing Form with the individual contract price therefore also designated. Any unit added or deleted by the State from said Pricing Form will result in an equitable adjustment to the contract price. If added, the price will be negotiated by the parties. If a unit is deleted, the price as then in effect on said individual unit will be prorated over the remainder of the terms of this agreement, and so subtracted from the contractual amount due under this agreement.

A deduction will be subtracted from the monthly invoice for elevator(s) "out of service", due to fault of the contractor, for a period exceeding 14 days. The deduction will be computed for entire time the elevator is "out of service" based on monthly cost.

Vendor shall bid all elevators as this equipment is. No extras to proposed bids will be considered.

- J. **Price Increase:** No change in price will be allowed during the first three (3) years of the contract period. However, upon available of funding and application, thirty (30) days prior to the end of the original three (3) year period, the contract may be adjusted. The adjustment in price will not exceed the increase in the consumer price index (CPI-U, 1982 - 84 = 100) for the previous calendar year as published by the US Bureau of Labor Statistics. If the amount of the increase is more than ten percent (10%), the Contracting Agency reserves the right to cancel this contract.
- K. **Digital Service Ticket System:** Vendor shall provide an online portal for digital based service tickets. Vendor shall provide a copy (prefer email) of service ticket to FMD Contract Administrator within 48 hours of work performed.

5.3.6 PERFORMANCE BOND

A Performance Bond equal to the contract price for (1) year shall be furnished by the Vendor to the State of North Carolina prior to beginning of work. Such performance bond shall be payable to the State of North Carolina, Department of Administration, and shall remain in effect for the contract period plus ninety (90) days afterward. In the event of unsatisfactory performance or other default by the Vendor, the State may attach all or a portion of the bond in order to procure the required service from other sources. Performance bond will be due within thirty (30) days of award.

5.4 WARRANTIES

Vendor warrants to the State that all items furnished will be new (unless otherwise specifically requested in this RFP), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to the State all third party warranties applicable to such deliverables. Vendor warrants that the State has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

5.5 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies 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 state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; 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 document is not a contract; it is, instead, a request for proposals. This information is provided for the Vendor's planning purposes.

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.4 ACCEPTANCE OF WORK

Performance of the work and delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services or goods are approved as acceptable by the Contract Administrator. The State and the Vendor will negotiate and agree on an acceptable notification process and resubmission period, which will be memorialized in the Contract.

Acceptance of work products shall be based on the following criteria:

In the event acceptance criteria for any work or deliverables is not described 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 work or 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 work or 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.

6.5 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 be required to agree to provide transition assistance to the State, at the option of the State, up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be deemed to 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.

6.6 DISPUTE RESOLUTION

During the performance of the contract, the parties must 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute. Below is the link to the NCDOA Vendor Complaint Policy and Procedures.

www.ncadmin.nc.gov/businesses/fiscal-management

6.7 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.

7.0 ATTACHMENTS

ATTACHMENT A: PRICING

The Pricing associated with this RFP is a separate document that is captioned 175940746 PRICING FORM and can be found at the following link:

<https://ncadmin.nc.gov/documents/section-monthly-inspections-maintenance-and-testing>

Vendors are to download the pricing form and submit with their proposal using NCBIDs as a separate document.

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_12.2020.pdf

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this RFP is a separate document that is captioned

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Vendors-Located-Outside-the-United-States_01.2020.pdf

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

The Certification of Financial Condition associated with this RFP is a separate document that is captioned

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION and can be found at the following link:

<https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf>

ATTACHMENT F: CUSTOMER REFERENCE FORM

The Customer Reference Form associated with this RFP is a separate document that is captioned **ATTACHMENT F: CUSTOMER REFERENCE FORM** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer-Reference-Template_092020.pdf

ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this RFP is a separate document that is captioned **ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf