

STATE OF NORTH CAROLINA
Invitation for Bid

RFP #30-CC003-10

TITLE: Elevator Maintenance Contract

USING AGENCY: Caswell Center
2415 West Vernon Ave
Kinston, N.C. 28504

ISSUING AGENCY: Caswell Center
2415 West Vernon Ave
Kinston, North Carolina 28504

Telephone: 9, 2009

ISSUE DATE: April 22, 2009

Sealed Proposals subject to the conditions made a part hereof shall be received until 4:30 **p.m. on May 27, 2009**, for furnishing services described herein.

Direct all inquiries concerning this RFP to:

Carol H Jarman/Purchasing Officer
Caswell Center
Kinston, North Carolina 28504

E-mail **carol.h.jarman@ncmail.net**

MAILING INSTRUCTIONS: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above. Include two (2) originals, fully executed bid documents and five (5) hard copies. Proposals shall not be accepted by electronic means.

Send proposal to the applicable address below: The address must appear on the envelope or package as shown below:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP No. 30-CC003-10 Caswell Center 2415 West Vernon Avenue Kinston, N.C. 28504 Attn: Carol Jarman, Purchasing Officer	RFP NO. 30-CC003-10 Caswell Center 2415 West Vernon Avenue Kinston, N.C. 28504 Attn: Carol Jarman, Purchasing Officer

MANDATORY CONFERENCE AND SITE VISIT: All offerors are required to attend a Mandatory Pre-Proposal Conference and Site Visit at **10:00 AM on Wednesday, May 6, 2009**. The Conference will take place at the Lee building conference room (201) Conference Room, located on Caswell Center Campus, 2415 West Vernon Ave, Kinston, N.C. 28504. Late arrivals will not

be admitted after 9:30 AM. **In order for an Offeror's proposal to be considered, they must attend both the Conference and Site Visit.**

WRITTEN QUESTIONS are to be submitted via e-mail to **Carol.H.Jarman@ncmail.net**. Vendors are encouraged to submit questions one day prior to the Mandatory Conference and Site Visit. Any additional questions resulting from the Conference or Site Visit must be submitted no later than the following business day. No questions will be accepted after **10:00 AM Thursday, May 7, 2009**. Only written answers to submitted questions will constitute an official answer. A summary of all questions and answers shall be e-mailed to vendors that attended the mandatory conference within 2-3 business days.

NOTICE TO OFFERORS:

- Offerors are cautioned that requirements of this RFP can only be altered by written addenda and verbal communications from whatever sources are of no effect.
- Definition: The phrases "Request for Proposal," "RFP," "IFB" and "Invitation for Bid" may be used interchangeably in this solicitation. The words "proposal" and "bid", and the words "Offeror", "Vendor" and "Contractor" may also be used interchangeably herein.
- All proposals are subject to the provisions of the Request for Proposals for Bid, Terms and Conditions, Specifications and General Instructions. The State objects to and will not evaluate or consider any additional terms and conditions submitted with an offeror's response. Do not attach any additional terms and conditions. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
- This is not an e-procurement solicitation. General information on NC E-Procurement service can be found at <http://eprocurement.ncgov.com>. However, within two (2) days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service <http://Vendor.ncgov.com> .

SECTION 1.0	TABLE OF CONTENTS	PAGE
SECTION 2.0	INTRODUCTION	3
SECTION 3.0	SCOPE OF WORK	3
SECTION 4.0	MAINTENANCE SPECIFICATIONS	4
SECTION 5.0	GENERAL CONTRACT REQUIREMENTS	9
SECTION 6.0	CONTRACT PERIOD	11
SECTION 7.0	PROPOSAL REQUIREMENTS	11
SECTION 8.0	SELECTION PROCESS	13
SECTION 9.0	GENERAL INFORMATION ON SUBMITTING PROPOSALS	15
SECTION 10.0	GENERAL TERMS AND CONDITIONS	18
ATTACHMENTS		
A	COST SHEET	23
B	EXECUTION OF PROPOSAL	25
C	WHERE SERVICES CONTRACTS WILL BE PERFORMED	26
D	ALCOHOL/DRUG-FREE WORKPLACE POLICY	27
E	SAFETY REGULATIONS	30

SECTION 2.0 INTRODUCTION

2.1 Intent/Purpose of RFP

Caswell Center, Kinston, N.C., is seeking bids for elevator maintenance services for ten (10) passenger/freight elevators and one (1) handicap lifts located in several of the agency Buildings on the Caswell Center Campus.

2.2 Definitions

Addenda - Written or graphic instruments issued by the purchase section which modify or interpret the Request for Proposal (RFP) additions, deletions, clarifications, or corrections.

Bidder, Vendor or Offeror – A person, partnership, firm, corporation or joint venture submitting a bid response proposal for the purpose of obtaining a state contract.

Contractor – The bidder awarded a State contract to perform the services required by this IFB.

DHHS – Department of Health and Human Services

Request for Proposal (RFP) – Process of competition for specific services at defined within Formal process for requesting pricing on items and procedures may be used interchangeably with IFB.

State - State of North Carolina

SECTION 3.0 SCOPE OF WORK

The full maintenance programs as herein specified will consist of an all-inclusive full service preventive maintenance and repair service, with the exception of obsolete parts, including but not limited to elevator and dumbwaiter preventive maintenance examinations, lubrication, testing, cleaning, adjusting, responding to requests for service (including emergency and urgent), callbacks, and all major and minor repairs of equipment.

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

Each elevator and lift 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.

Locations: Elevators to be maintained are located in the following buildings on the Caswell Campus: Tapp, Pate, Central Hospital, Warehouse, Lee, Oakwood, Hardison, Sprucewood, and Birchwood.

Maintenance on elevators, lifts, and equipment listed herein, including all labor, tools, and transportation required. The work described herein is for an annual contract for providing services and/or furnishing materials and repairs. Equipment to be serviced is located on the Cost Sheet. See **Attachment A**.

Offerors shall bid all elevators and lifts as this equipment presently is. Only the DOL Elevator Division in the course of its periodic inspections can substantiate any defects, perceived or otherwise, to the elevators. Offerors be aware that you are bidding on the elevator service as this equipment presently is.

All equipment is to be bid as is on the date the contract begins. No additional charges other than the fixed cost(s) specified in the proposed cost summary will be accepted.

The elevators and lifts to be serviced and maintained under this agreement are specified on the Cost Sheet (see **Attachment A**). Any unit added or deleted by the State from said bid 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.

Permits and Technical Data and Wiring Diagrams: The Contractor shall provide to the State of North Carolina, at the end of the contract, a set of reproducible wiring diagrams covering all changes, modifications, etc., which took place during the term of the contract.

Test and Inspections: The importance of the elevators and lifts 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 the specifications and to be kept capable of providing their initial maximum performance, capacity, and speed. The State 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. The Contractor shall provide a written report of monthly service performed to all units covered by this service contract. The contractor will be required to be present during any inspections performed by the N.C. Department of Labor.

Schedule: The Contractor shall furnish the State a written schedule of when major service, resulting in downtime, will be performed at least thirty (30) days prior to service.

Emergency Call Back Services: The Contractor shall provide at all times (eight (8) hours per day, 8:00 a.m. - 5:00 p.m., five (5) days per week) emergency call back service at no additional cost which consists of responding (responding means being on the job site) within a one (1) hour period of request (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.

This emergency call back service shall also be available on a twenty-four (24) hour, seven (7) days per week basis within one (1) hour after notification of breakdown.

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

Under no circumstances will any travel time, mileage, or expenses be paid by this agency under this contract.

The Contractor shall have sufficient service employees located near the contract facilities in order for them to be on site within one (1) hour after receiving notice from the facility. At a minimum, a primary and secondary service technician will be identified to be familiar with the equipment covered by this contract.

Plant Engineering Check: Each time an elevator is serviced, whether emergency or regular, a report on approved form developed by the CC Facility Maintenance Director shall be submitted to the State within forty-eight (48) hours after servicing. This report shall cover all work done at the time of servicing.

Replacement Parts: The Contractor is responsible for the repair of any existing parts that may break or become defective through normal operation. If a needed replacement part is no longer available, replacement of the part or assembly is still required but need only be of the same level of technology as the part or assembly that breaks. Any repairs should be completed within a reasonable period of time but should be completed in a period of 30 days or less.

SECTION 4.0 MAINTENANCE SPECIFICATIONS

Required Maintenance Services:

4.1 Contractor under this contract shall maintain the entire elevator and lift equipment as hereinafter described, on the terms and conditions subsequently set forth. Contractor shall use trained employees directly employed and supervised by the Contractor. The employees must be qualified, per the requirements of the authority having jurisdiction (AHJ), to keep the equipment properly adjusted, and must use all reasonable care to maintain the elevators and lifts in proper and safe operating condition.

4.2 Contractor shall regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: MACHINE, MOTOR, GENERATOR AND CONTROLLER PARTS, including but not limited to Worms, Gears, Thrusts, Bearings, Commutators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frame, Hydraulic valves and other parts.

4.3 Such replacement parts shall be equal to or better than the parts used by original manufacturer/installer. Contractor shall provide a list of all repair parts, repair part numbers and source of manufacturer to plant engineering as repairs are completed.

4.4 Contractor shall keep the guide rails properly lubricated, secured, and aligned at all times except where roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.

4.5 Contractor shall periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes. All safety tests required by the ASME/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.

4.6 Contractor shall make adjustments, examinations, inspections, cleaning, lubrications, and repairs and replacements of parts on a regular and systematic schedule. Otherwise, as needed, the Contractor shall make such regular and emergency call backs as may be required to ascertain that all elevators are maintained in a safe, efficient and proper working condition at all times, to the satisfaction of the State.

4.7 All lubricants, major and minor replacement parts, and labor shall be furnished by the Contractor and shall be of a quality equal to, or better than, the lubricants and parts installed by the original manufacturer. All parts and lubricants shall be included in the contract price, and no additional charges shall be later added to the contract price for any major or minor repairs or parts of any kind.

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

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

4.9.1 Interlocks

4.9.2 Car and Hatch Door Operators

4.9.3 Car and Hatch Door Hangers

4.9.4 Door Closers

4.9.5 Signal System and Emergency Power Pack

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

- 4.9.1** Underground and/or buried piping and jack casing.
- 4.9.2** Smoke and fire sensors with related control equipment not specifically part of the elevator controls.
- 4.9.3** Refinishing, repairing or replacement of car enclosure, car doors, hoistway door panels, frames and sills, main line power switches, breakers, and feeders to controller.

4.10 Number of Man Hours to be furnished: The successful bidder will be required to provide the necessary man hours of labor per month for routine cleaning, inspection, and adjusting service. In addition, the successful bidder shall provide the necessary man hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc., to ensure that the equipment is in good operating condition at all times. This time does not include man hours consumed in emergency callbacks either during regular working hours or after regular working hours, nor does it include hours used for major maintenance repairs.

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

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

- 4.11.1** Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops, and brake action, making adjustments as necessary.
- 4.11.2** Inspect and wipe clean all motors, machines, and generators.
- 4.11.3** Inspect controllers, selectors, selector drives, and governors.
- 4.11.4** Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
- 4.11.5** Wipe clean all motor, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes if necessary.
- 4.11.6** Clean and lubricate direction and accelerating switches.
- 4.11.7** Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
- 4.11.8** Clean hoistway pits and inspect equipment in them.
- 4.11.9** Inspect working parts of all governors for free operation.
- 4.11.10** Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
- 4.11.11** Check retiring cam operation and make necessary adjustments or corrections.

- 4.11.12** Examine all wire ropes and fastenings, check and adjust rope tension.
- 4.11.13** Examine traveling cables for wear and position.
- 4.11.14** Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
- 4.11.15** Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
- 4.11.16** Lubricate selector drive screws and guides and clean contacts if necessary.
- 4.11.17** Clean and lubricate automatic slow down and stopping switches on top of cars.
- 4.11.18** Clean car position indicators, adjust if necessary.
- 4.11.19** Inspect, clean, and lubricate car guides (unless roller guides are used).
- 4.11.20** Check car fan motors for proper operation.
- 4.11.21** Inspect drive and secondary sheaves, clean if required.
- 4.11.22** Check bearings for proper operation and wear.
- 4.11.23** Examine machine gear teeth for cutting or noise.
- 4.11.24** While riding on top of cars, physically check condition and operation of door locking equipment.
- 4.11.25** Perform electrical test of door interlock circuits.
- 4.11.26** Examine door locks and door closer equipment. Clean door channels.
- 4.11.27** Examine car and counterweight guide shoe and fastenings.
- 4.11.28** Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
- 4.11.29** Remove car station cover, blow out, clean or lubricate switches and buttons.
- 4.11.30** Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.
- 4.11.31** Thoroughly examine and clean starter and control panels.
- 4.11.32** Check, clean and adjust operation of slow down and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust. Perform actual test of safety at slowest operating speed, with no load.
- 4.11.33** Examine, clean and oil if necessary the buffers. Perform "hand test" of plunger return.
- 4.11.34** Blow out and vacuum controller motors and M.G. Sets.
- 4.11.35** Drain machine gear oil, seal any oil leaks, examine gear teeth, refill with fresh oil.
- 4.11.36** Overhaul machine brake, including disassembly, cleaning, replacement of

worn components, reassembly and readjustment.

- 4.11.37** Clean and lubricate hatch door hanger tracks and door arms.
- 4.11.38** Examine car and counterweight wire hoist ropes and governor ropes for wear and condition. Rerope if necessary.
- 4.11.39** Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check bracket bolts for tightness.
- * **4.11.40** Perform annual no load safety test.
- * **4.11.41** Perform ASME ANSI/17.1 five year safety test (contract speed, full load) if required within the period of the contract by project specifications
- 4.11.42** All parts subject to rust will be painted as required to maintain a presentable appearance.
- 4.11.43** Check monthly to be sure the car lights and alarm system operate when on emergency power (emergency power battery pack) and fireman's service operation in accordance with the applicable requirements of ASME/ANSI A17.1, Section 211.
- * **NOTE:** Items **4.11.40** and **4.11.41**. above will not be required monthly, but as stated.

4.12. Performance Requirements: 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 designated authority find through his own investigation or that of his representative that these standards are not being maintained, the Contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the State of North Carolina. Cannibalization of elevators to restore other elevators to operational status is strictly prohibited without prior approval of the Contract Administrator. The Performance Requirements listed below shall be continuously maintained unless otherwise stated:

- 4.12.1** Contract speed of all elevators shall be maintained, and brake to brake flight times shall be maintained as originally installed.
- 4.12.2** Leveling accuracy (within a safe level at all times).
- 4.12.3** Opening and closing times of all hoistway and car doors shall be maintained within limits of ASME/ANSI A17.1 code, yet assuring minimum standing time at each floor.
- 4.12.4** "Variable car and hall door hold open times shall be maintained in accordance with original design". Deviations from this will not be permitted.
- 4.12.5** Group Supervisory Systems (Note: The contractor shall be required to periodically test these systems and submit to Facility Maintenance Director's Office the test data indicating the levels of performance of the system(s) and documentation that the variable and fixed features are operating properly and that all circuits and time settings are properly adjusted.)
- 4.12.6** Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be

operable at all times under normal operation.

- 4.12.7** Emergency fire service operation shall be periodically tested (minimum quarterly) to be sure it is functioning properly as required by ASME/ANSI A17.1 and the North Carolina Building code.

4.13 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 job, in metal cabinets furnished by him, a supply of spare parts sufficient for normal maintenance 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 genuine manufacturer's parts are not acceptable and will not be permitted.

4.14 Additional Provisions:

- 4.14.1** Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidental to the operation of the machinery.
- 4.14.2** Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by person other than the Contractor or his employees.
- 4.14.3** If renewals or repairs are required under these conditions, the Contractor will obtain approval from the plant supervisor at the facility before any repairs are made, giving an estimated cost to complete the renewal or repair.
- 4.14.4** If disagreement arises between the contractor and facility officials or designee, the Department of Labor Elevator Division shall be contacted and they will be the determining authority as to the disagreement between the two parties.
- 4.14.5** Prices determined herein named contemplates routine service work to be done during regular working hours on regular working days of the trades involved.
- 4.14.6** If overtime work is requested by the designated authority covering routine work (service work, examinations or repairs) at times other than regular work hours, 8:00 a.m.-5:00 p.m., Monday through Friday, the Contractor will absorb the hours worked at single time rates, and the designated authority will compensate the Contractor for overtime bonus hours only at the Contractor's usual overtime rate.

SECTION 5.0 GENERAL CONTRACT REQUIREMENTS

5.1 Contractor agrees to furnish all labor, transportation, materials, parts, supervision, tools and equipment necessary to provide full maintenance service for all elevators covered by this IFB.

5.2 Full maintenance service shall be deemed to include, but will not be limited to: all inspections, adjustments, repairs, replacement of all parts, and regular and emergency call backs as necessary to correct existing defects and maintain all elevators in a safe, efficient operating condition, satisfactory to the State, and in accordance with "as installed" specifications.

5.3 All personnel involved in supervision and performance of the work under this contract shall be adequately trained, experienced and competent in their respective assignments to assure that all maintenance and repairs are done in a professional manner and that all elevators are kept in a safe, efficient operating condition.

5.4 Contractor shall assume full responsibility for any damages to persons or property resulting from the work done or neglect of any work required under this contract. Contractor shall be held liable for repair or replacement of damage to any and all property or equipment or for money damages in an amount equal to the replacement value which results from the acts or negligence of his employees, at the option of the State.

5.5 Contractor shall pay for all costs of defense and money damages for himself and/or the State in which any person(s) is injured, or dies, as a result of performance or non-performance of the work covered by this contract, by the contractor, or his employees, or any subcontractor performing the work.

5.6 Failure to Perform: Contractor shall guarantee all work required during the contract period for the duration of the contract, and for a period of 90 days after the termination date. Should the State discover during the contract period or within 90 days after termination that any required work has been performed improperly or not performed at all; the Contractor shall, after mailing of written notification by the State, correct said deficiency within 14 days. Failure to correct the defect in 14 days after receipt of written notice, will be construed as default of the contract and the State may attach all or a portion of the performance bond to satisfy the contract requirements by obtaining the work from other sources.

All requirements written during the contract period by the North Carolina Department of Labor Elevator Division that are the responsibility of the elevator contractor, shall be completed on or before the abatement date of the report, or expiration of the contract period, whichever is less.

5.7 Contractor shall immediately report, to appropriate authorities, any hazard(s) to persons or property which he discovers while on the premises performing the work under this contract.

5.8 Contractor personnel (Contractor Help Desk) shall maintain an email account (during the work week) so that problems may (in addition to telephonically calling in service requests to the vendor) be communicated electronically via email. Both the vendor and State will acknowledge each other's email promptly and professionally. In all cases, an email shall be acknowledged by both the Contractor and the State in a period of one hour or less during regular work hours (0800 to 1700 hrs, daily) on regularly scheduled work days. Failure of the Contractor to continuously maintain an active business email account and not respond promptly to service requests may be grounds for discontinuing this contract. Contractor will respond within one hour after notification. The contractor will initially report into the Central Regional Maintenance office unless prior coordination has been made via telephone or email. Vendor principal employees will additionally maintain an email address. As a minimum, the service coordinator and the project manager will maintain working email addresses (daily and without interruption.) If there are changes in the email address, please notify CRM representatives (e. g., Contact Administrator, Facility Maintenance Director, or Plant Maintenance Supervisor). Email accounts are required to be serviceable not later than 30 days after award.

5.9 If the "in operation" status for any or all elevators is not satisfactory in the opinion of the CRM (e.g., elevator works for a day but does not work the next, and this condition continues over a period of time), CRM may require a report (signed/authenticated by the project manager) to be emailed once weekly identifying the serviceability of select or all elevators and which also reflects what the Contractor is doing to resolve the out of service condition for the subject elevator(s). Further, if the serviceability status of select (or all) elevators is not acceptable, CC may require the Contractor to physically check the operation of each elevator once weekly, reflected in writing and signed by the contractor service professional. These inspection reports may be requested or reviewed by CC at any time.

5.10 Contractor shall maintain a service log (electronic or hardcopy) for each elevator or lift indicating date, mechanic's initials or signature, services performed and which parts (if any) were replaced.

5.11 On a monthly basis, the Contractor shall submit to the CC Facility Maintenance Director's Office or other State agencies when requested, a report indicating all work performed during the preceding month. Such report shall indicate the elevator #'s, a catalog of work performed on each elevator, parts replaced, number of emergency call backs and any other pertinent comments concerning the operating condition of any or all elevators. Failure to submit the report on a timely basis may impact the payment of the monthly invoice.

5.12 The Contractor agrees to abide by all rules and regulations governing patient confidentiality.

Ref. Statutory Authority G.S. 122C-52; 131E-67
143B-147 (a) (6);
Eff. July 1, 1979;
Amended Eff. February 1, 1986; July 15, 1980.

5.13 Tools and Programmers: Any tools, programmers, instruction, state of the art diagnostic equipment (normally a part of newly installed elevators), or operating manuals etc. that are the property of CRM shall not be removed from the premises. The owner will furnish to the Contractor the above referenced CRM tools, programmers, manuals etc., necessary to maintain and/or troubleshoot the elevator system upon written agreement signed by both parties. The Senior Contractor representative shall sign for such items that are entrusted to them in order to maintain accountability of State owned property.

5.14 Inspection: Contractor will make inspection of work with customer at any time. The State reserves the right, under the contract, to determine whether service is satisfactory. Failure to satisfactorily perform any or all services outlined in the contract will be grounds for cancellation. Contractor will furnish as required, at no cost to the State, personnel to accompany the State Elevator Inspector if and when requested, as it relates to performance of work required by the contract.

5.15 Job Conferences: At least every ninety (90) days, the contractor shall make himself available for a conference with a representative of the State on the past three months performance of the contract. A written monthly performance report may be requested by applicable authorities within the State.

5.17 Payment: Payments will be processed within thirty (30) days after properly completed invoices are approved by Caswell Maintenance Manager. The State shall pay the Contractor each month one-twelfth (1/12) of the annual bid price, beginning the second month the contract is in force, and continuing until the bid price adjustments have been paid. The above twelve (12) equal installments shall be paid to the Contractor within 30 days after receipt of a valid invoice. The Contractor shall break down lump sum contract (in submitted bid) into pro rata individual costs per elevator per month and per year for accounting purposes.

No change in price will be allowed during the first three (3) years of the contract period. However, upon application, the contract may be adjusted if the adjustment is requested in the last month of the initial three (3) year period. Any adjustment in price shall not exceed the average consumer price index for the previous 36 month period as published by the U.S. Bureau of Labor Statistics.

5.18 Alcohol and Drug Free Workplace Policy: (see **Attachment D**) The Contractor will be required to abide by these standards and to notify the Department immediately upon conviction of any drug related offense. The Contractor understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy shall result in immediate termination of this contract for cause. The Contractor will be required to sign this policy prior to award.

5.19 Patient/Student Confidentiality: Contractors and their employees must keep confidential all patient/student information, including the fact that a person is a patient at Caswell Center. Contractors shall not take pictures or videos except by written authorization. Contractors and their employees shall sign, at the time of award, an Acknowledgment of Confidentiality of Consumer Information to anyone who provides

services to Caswell Center under this contract. Contractor shall acknowledge and support throughout the period of the contract, the confidential requirements of the HIPAA Act.

5.20 Contractor/Employee Policy: Contractor employees shall be of good character as decided by the Contractor and the State as determined by reference, work record, and police check; shall wear distinctive uniforms or badges while on State Property; shall be instructed to abide by any rules and regulations set forth by the State; shall report immediately any property damage; shall not engage in unnecessary conversation with customer employees, patients, 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.

5.21 Safety Regulations: *Attachment E*, to be signed by the Contractor at the time of award.

SECTION 6.0 CONTRACT PERIOD

The initial term of this contract shall be for three (3) years, tentatively beginning on or about July 1, 2009 through July 1, 2012, unless otherwise terminated as provided herein. The contract period may be extended for one additional two (2) year period in increments of one (1) year each as mutually agreed upon between the contractor and the State, at the option of the State. All changes must be agreed to in writing and confirmed by change order.

Please Note: (1) All maintenance performed for any units added on after commencement of the contract ends at the end of the contract period.

SECTION 7.0 PROPOSAL REQUIREMENTS

All proposals must be received by the issuing agency no later than the date and time specified on the cover page of this RFP. Offerors are to include the number of originals and copies indicated on the cover page of this RFP. Proposals must be submitted in accordance with the requirements of the RFP. Failure to include any required information in the proposal may disqualify a firm as a potential contractor.

7.1 Proposal Package - Offerors' proposals shall consist of the following and be organized as follows:

7.1.1 Execution

The following Attachments must be completed and included in the Offeror's Proposal:

- Signed Execution Page - *Attachment B*
- Where Service Contracts Will be Performed – *Attachment C*

The selected Offeror will be required to sign the following at the time of Contract Award:

- Alcohol/Drug-Free Work Place Policy - *Attachment D*
- Safety Regulations for Vendors, Contractors and their Representatives – *Attachment E*
- Patient/Student Confidentiality (Agreement will be provided at Mandatory Conference)

7.1.2 Corporate Background

- Date established.
- Ownership (public company, partnership, subsidiary, parent company).
- Primary business.

- Total number of full-time employees.

7.1.3 Financial Statement - The Offeror must include evidence of financial stability with proposal.

7.1.4 Judgement - The Offeror must provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Offeror or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, **or a statement that there is none.** The Division reserves the right to reject a proposal based on this information.

7.2.5 Experience and Qualifications - Offerors must demonstrate their ability to perform in accordance with the requirements contained herein. Offerors are required to be licensed or certified in the State of NC. The selected Offeror will be required to provide copies of certifications at the time of award.

7.2.5.1 Experience - The Offeror must have demonstrated competency in performing services defined in this RFP. Specifically, the Offeror must demonstrate a successful history of providing similar services in the **State of NC for a minimum of three (3) years.**

7.2.5.2 References - Offerors shall provide a list of all contracts (installations, service and cancellations) in which you have provided similar services in the State of NC within the last two (2) years. Include the facility name, contact person, phone number, complete mailing address and email address if available.

7.2.5.3 Warehouse/Spare Parts - Offerors shall include an outline of service and warehousing facilities, showing a complete list of parts, equal to or better than original manufacturer's spare parts on hand of the same type and specifications as used on the elevators covered in these specifications.

7.2.5.4 Offerors shall include a description of any other factors concerning the Offeror's maintenance program, personnel and service facilities that will substantiate his ability to properly maintain the elevators in a safe, dependable manner.

7.2.5.5 Provide a list of any technical information and engineering data furnished by Offeror in order to prove the technical capability to perform maintenance specified. Such information may include maintained technical reference manuals and wiring diagrams and schematics for listed equipment, and other related pertinent information.

7.2.6 Subcontractor's Qualifications - The Contractor shall require subcontractors to comply with all provisions herein. The Contractor shall be held liable for compliance with all duties, functions, credentialing and qualifications required by the RFP, whether performed by the Contractor or a Subcontractor.

7.3 Cost Proposal - Offerors are required to provide costs to complete all requirements of the proposal as described within this RFP. See **Attachment A. Part 1 and Part 2.**

SECTION 8.0 SELECTION PROCESS

The State shall conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this request. It is the intent to award this contract to a single Vendor. However, the State

reserves the right to award to multiple vendors if in the best interest of the State. The State reserves the right to reject any and all proposals

An Evaluation Committee shall be established to select a contractor. The State may designate other professional staff to assist in the evaluation phases. The State reserves the right to alter the composition of the committee or to designate other staff to assist in the process. Other designated staff may act as observers during the evaluation and selection process.

Evaluations of each proposal received will be conducted in three (3) phases:

Phase 1 - Evaluation of Technical Requirements

Phase 2 - Evaluation of Cost Proposals

Phase 3 - Determination of Successful Proposal Based on the Combination of Technical and Cost.

Proposals will be evaluated and scored on the following evaluation criteria:

8.1 Evaluation Criteria

Technical Proposal – A maximum of 70 points

- Experience - maximum **20 points**
- General reputation, performance history and references - maximum **20 points**
- Availability of service, location and performance capabilities - maximum **15 points**
- Conformity with specifications and requirements herein – maximum **10 points**
- Financial stability - maximum of **5 points**

Cost Proposal - A maximum of 30 points

8.2 Determination of Successful Proposal

The Offeror whose proposal is deemed to be in the best interest of the State based upon the above criteria will be recommended as the successful Vendor. The selected Vendor will be recommended by the Evaluation Committee to the NC DHHS Office of Procurement and Contract Services with documentation justifying the recommendation.

The NC DHHS Office of Procurement and Contract Services will review the recommendation and forward it (with a copy of the Technical and Cost Proposals) to the North Carolina Department of Administration, Division of Purchase and Contract for review and final approval.

When the final approval is received, the State will notify the selected Vendor. In the event the State rejects all proposals, Offerors will be notified. The State will post the award on the State website at <http://www.state.nc.us/PandC/>. The posting will be under the RFP number indicated on the cover of this document.

The Contract between the Department and the selected Vendor shall be effective as of the date on which the Department's authorized agent signs the Vendor's proposal. The selected Vendor shall perform no work for the Department before that date.

SECTION 9.0 GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

2. CERTIFICATION: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our 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 we are not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

3. ORAL EXPLANATIONS: The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

4. REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.

5. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

6. It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

7. COST FOR PROPOSAL PREPARATION: Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.

8. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.

9. TITLES: Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

10. CONFIDENTIALITY OF PROPOSALS: In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

11. RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.

12. OFFEROR'S REPRESENTATIVE: Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

13. SUBCONTRACTING: Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

14. PROPRIETARY INFORMATION: Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it shall be determined by North Carolina law.

15. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, DHHS 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.

16. PROTEST PROCEDURES: When an offeror wants to protest a contract awarded pursuant to this solicitation that is over \$25,000.00 they must submit a written request to the State Purchasing Officer, Division of Purchase and Contract, 116 West Jones Street, Raleigh, NC 27603 or via US Mail to 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received by the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are posted on the internet at <http://www.state.nc.us/pandc/>. Offerors may call (919) 733-2105 to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

17. TABULATIONS: The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: < <http://www.state.nc.us/pandc/> >. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet and requests for these verbally or in writing cannot be honored.

18. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration

and other purchasing information are available on our Internet web site: < <http://www.state.nc.us/pandc/> >.

19. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

20. LIMIT OF LIABILITY: Neither the State of North Carolina, nor its employees shall be responsible for any liability claims against the Contractor.

21. PARTIES TO THE CONTRACT: The parties to this Contract are the North Carolina Department of Health and Human Services and the Contractor selected through this RFP process.

Contract Documents: The Contract consists of the following documents, incorporated herein by reference:

- (a) Addenda to this RFP, if any;
- (b) This RFP;
- (c) The Contractor's Proposal.

Administrators for the Contract: The Department's contract administrator is named below. The Contractor's contract administrator has been identified in the Contractor's proposal. The contract administrators are the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his or her address and telephone number by written notice to the other party.

Contract Administrator for the NC Department of Health and Human Services for all issues regarding day-to-day activities as described in the RFP:

NAME: Jennings Outlaw
TITLE: Facility Maintenance Director
AGENCY: Caswell Center
DIVISION: Property & Construction, Central Regional Maintenance
LOCATION: Caswell Center, 2415 West Vernon Avenue, Kinston, NC 28504
PHONE NUMBER: (252) 208-3309
EMAIL: Jennings.outlaw@ncmail.net

Administrator for the Contractor

Section 10.0

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for

the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. The Contractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Division that there is in force insurance with equivalent coverage and

limits that will offer at least the same protection to the Division. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n), and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with Vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that

solicit sales or transact business on behalf of the Vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising

COST SHEET

ELEVATOR MAINTENANCE CONTRACT CENTRAL REGIONAL MAINTENANCE, RALEIGH, NC 27603

	MANUFACTURER	STATE NO.	FACILITY NAME	LOCATION	BID PRICE
1	Dover-Hydraulic	8541	Caswell	Tapp	Passenger \$
2	Westbrook-Hydraulic	78-RP-2028	Caswell	Pate	Passenger \$
3	Southern-Hydraulic	4262	Caswell	Central Hospital	Passenger \$
4	Monarch-Mechanical Drum	1802	Caswell	Warehouse	Freight \$
5	Ohio-Machine Traction	2170	Caswell	Lee	Passenger \$
6	Southern-Hydraulic	80-P-9768	Caswell	Oakwood	Passenger \$
7	Southern-Hydraulic	80-P-9679	Caswell	Hardison	Passenger \$
8	Southern-Hydraulic	80-P-9770	Caswell	Sprucewood	Passenger \$
9	Dover Hydraulic	10126	Caswell	Wildwood	Passenger \$
11	Cheney –Wheel Chair Lift	86-HL-217	Caswell	Chapel	Lift \$
TOTAL PRICE FOR SERVICE DESCRIBED HEREIN IS				PER MONTH	\$

Attachment A – Part 2

COST SHEET

LABOR COST NOT COVERED SUMMARY:

Labor cost **NOT** covered under the routine summary will be neglect/abuse on the part of the Department or any other event or circumstances beyond the Contractor's control. All neglect/abuse service will require a separate purchase order number and will be obtained by contacting the Administrator of this agreement before making repairs. Repair ticket/records shall indicate "Cost Not Covered" and be reported to the Contract Administrator @ (252) 208-3309. **Emergency repairs require the approval of the Facility Manager of Caswell Center Maintenance or Administrative Services prior to work beginning for any services not covered under this contract.**

Please complete the section below indicating the rate per hour for mechanics and mechanic/helpers including regular hourly rate, overtime, Sunday and holidays. The number of hours estimated per year is to determine a cost factor only and does guarantee or imply the Contractor will be asked to perform any hours of repair service under the Cost Not Covered Summary section of this Invitation for Bid.

Rate of Pay	Type of Staff	Rate Per Person Per Hour	Estimated Hours Per Year	Total Annual Cost
Regular	Mechanic	\$	100	\$
	Mechanic/Helper		100	

		\$		\$
Overtime	Mechanic	\$	100	\$
	Mechanic/Helper	\$	100	\$
Sunday/ Holidays	Mechanic	\$	100	\$
	Mechanic/Helper	\$	100	\$

COSTS MUST BE PROVIDED IN THE ABOVE FORMATS
(ATTACHMENT A – Part 1 and Part 2)

Attachment B

EXECUTION OF PROPOSAL

By submitting this proposal, the offeror certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The offeror has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award. The E-Procurement Service fee does not apply to this RFP.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ **FAX:** _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAILADDRESS: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 19.):

Will any of the work under this contract be performed outside the United States? ☐ Yes ☐ No
(If yes, describe in technical proposal.)

BY: _____ TITLE: _____ DATE: _____

(Signature)

(Typed or printed name)

ACCEPTANCE OF PROPOSAL

The NC Department of Health and Human Services/Division of Property and Construction

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN OFFEROR'S PROPOSAL.
Unsigned proposals will not be considered.

Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169),
this form **must be completed and submitted** with the offeror's proposal/bid.

Issuing Agency: Caswell Center
Solicitation # 003
Agency Contact Person & E-Mail Address: Carol H. Jarman Carol.H.Jarman@ncmail.net
Solicitation Title / Type of Services: "Elevator Maintenance for Caswell Center"

OFFEROR: _____

City & State: _____

Location(s) from which services will be performed by the contractor:

Service	City/Province/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

_____	_____	_____
_____	_____	_____

Location(s) from which services will be performed by subcontractor(s):

Service	Subcontractor	City/Province/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

THIS PAGE MUST BE COMPLETED AND INLCUED WITH OFFEROR'S PROPOSAL.

Attachment D

ALCOHOL/DRUG-FREE WORK PLACE POLICY

POLICY

It is the policy of Central Regional Maintenance (or other NC Agency) to provide a work environment free of alcohol and drugs in order to insure the safety and well being of employees, patients, and the general public. All employees of the DDH, including permanent full-time, trainee, permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free work place, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of Central Regional Maintenance are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, Project Manager, etc. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, to CRM that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgement. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

Attachment D (continued)

ALCOHOL/DRUG-FREE WORK PLACE POLICY

Central Regional Maintenance utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

This policy shall be posted in an accessible area for employee review and shall be periodically reviewed in staff meetings and at line up. In addition, each present employee and all new employees shall be given a copy of this policy for their information.

Attachment D (continued)

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

ALCOHOL/DRUG FREE WORK PLACE POLICY

STATEMENT OF UNDERSTANDING

The Vendor certifies by its signature below that it has been furnished a sample copy of an NC Department Alcohol/Drug Free Work Place Policy, that it has implemented an Alcohol/Drug Free Work Place Policy (no less restrictive than sample provided) and that it will abide by the standards set forth in this policy.

Signature: _____

Company: _____

Title: _____

Date: _____

(Page 3 of 3)

THIS PAGE MUST BE SIGNED BY THE SELECTED OFFEROR PRIOR TO AWARD.

Attachment E

**SAFETY REGULATIONS FOR VENDORS, CONTRACTORS
AND THEIR REPRESENTATIVES**

1. No firearms are allowed on campus either on person or in vehicle.
2. Work tools and machinery and flammable liquids must be safely and securely stored at all times.
3. No vehicles are to be left unlocked.
4. No vehicles may be left unattended with ignition on or keys in the ignition.
5. No vehicles may be left unattended in fire lane.
6. Drivers of contractor vehicles will observe all traffic regulations.
7. Employees of contractors who drive personal vehicles will observe all traffic regulations.
8. Vehicles must be parked in assigned staging area or other designated parking area.
9. Contractors and their employees may not be under the influence of illegal drugs or alcohol while on the state property and will comply with the Drug Free workplace Policy.
10. Contractors will not smoke inside any building on campus.
11. Contractors will enter only areas where authorized.
12. Contractors' employees may not buy from or sell to any patients or inmates any articles.
13. Contractor will notify the CM Office immediately about any observed unsafe conditions.
14. Contractor will use safe equipment, scaffolding and vehicles.
15. Contractor shall lock access doors, gates and windows immediately after use.
16. Contractor will observe City, OSHA and State regulations while on the campus.
17. Contractors and their employees must cooperate in any emergency planning or emergency event on the campus as instructed.
18. Contractors and their employees may not engage in any threats of violence and act violently while on campus.
19. Contractors and their employees may not harass facility employees, visitors, and residents, other contractors, or inmates while on campus.
20. Contractors shall not remove any article from State Property regardless of its value and regardless of any employee's permission. This includes any item found in the trash.
21. Contractor will wear identifiable work uniform, and must carry and use all eye, head, clothing and any other protective garment or gear normally associated within the industry.

_____/_____
Contractor's Representative Date

_____/_____
Caswell Center Maintenance's Representative Date

THIS PAGE MUST BE SIGNED BY THE SELECTED OFFEROR PRIOR TO AWARD.