

Solicitation RFP 41-LW8555243

Bidder/Offeror: _____

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.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.

**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS****RFP #41-LW8555243****TITLE: Maintenance Services for HVAC System**

USING AGENCY: Office of Information Technology Services

ISSUE DATE: December 10, 2008

ISSUING AGENCY: **Information Technology Services**

Sealed Proposals subject to the conditions made a part hereof will be received until **Thursday, January 15, 2009 3:00 p.m.**, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

<u>DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS</u>
RFP NO. 41-LW8555243 Linda Waterman Information Technology Services 333 East Six Forks Road, Third Floor Raleigh, NC 27609

IMPORTANT NOTE: Indicate firm name Cost Proposal, and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP to:

Linda Waterman
919-754-6614 (phone)
919-715-8549 (fax)
linda.waterman@its.nc.gov (email)

SITE VISIT**A MANDATORY PREPROPOSAL CONFERENCE/SITE VISIT**

for all prospective offerors is scheduled for Monday, January 5, 2009, 1371 Old Caroleen Road, Forest City, NC28043 at 9:00 a.m, please plan to arrive at least 15 minutes early. (See Attachment "A", page 24 driving directions) Attendance at this conference is a prerequisite for consideration of an offeror's proposal. Prospective offerors are encouraged to submit written questions in advance. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

Please plan to arrive early to provide adequate time for signing in as vendors will be required to sign in and sign out of the site visit. Please pre-register for this site visit by email: linda.waterman@its.nc.gov or phone 919-754-6614 no later than 2:00 pm EST Friday, January 2, 2009.

All prospective bidders and/or bidders' representatives are required to attend the mandatory site visit and apprise themselves of all conditions which will affect the performance of the work called for or reasonably implied by this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for or implied in this RFP. Failure to comply with this requirement will result in rejection of your proposal.

Vendors are cautioned that any information released during the site visit, other than that involving the physical aspects of the facility referenced in this RFP, and which conflicts with, supersedes, or adds to the requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP document. Addenda (including questions and answers) will be posted on the Internet located under the RFP # 41-LW8555243.

QUESTIONS

Questions concerning the specifications in this Request for Proposals will be received until **Thursday, January 8, 2009, 2:00 pm**. Question can be emailed to linda.waterman@its.nc.gov or faxed to the attention of Linda Waterman at 919-715-8549. In the subject line be sure to indicate **"Questions 41-LW8555243 HVAC"**. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # 41-LW8555243.

It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

Addenda (including questions and answers) will be posted on the Internet located under the RFP # 41-LW8555243.

<http://www.doa.state.nc.us/pandc/>

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A pre-proposal conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Submit Proposals in as follows; two (2) signed originals, one (1) copy, and one (1) electronic copy of the proposal on a read-only CD/DVD(s). The files on the disc(s) shall not be password-protected and shall be capable of being copied to other media, will be received from each offeror in a sealed envelope or package. **Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.**
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror will be announced. Interested parties are cautioned that these bids and their components are subject to further evaluation for completeness and correctness.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.

In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

Total cost to the State
References
Availability of pertinent skills

8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

The response to this RFP shall consist of the following sections:

Corporate Background and Experience
Project Staffing
Cost Proposal

1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.

2. Project Staffing

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

3. Cost Proposal

The Cost Proposal shall be submitted and contain:

TOTAL COST A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

INTRODUCTION

This Request for Proposal is to solicit bid for maintenance services for the HVAC system located at the Western Data Center, Forest City, North Carolina. Vendor shall be authorized and certified to maintain all equipment listed, detailed and described in this RFP, and provide certification of such.

CONTRACT PERIOD

The term of this contract shall be effective for one (1) year from date of award, At the option of the State this contract may be renewed for two (2) additional one (1) year periods, under the same terms and conditions contained in this RFP. Compensation payable to the Vendor shall be fixed for the first twelve (12) months of the contract. However, upon written application, sixty (60) days prior to the end of the annual contract, the price may be adjusted to reflect an increase based upon Consumer Price Index (CPI) for previous calendar year. If the amount of the requested increase is more than five percent (5%), the State reserves the right to cancel the contract.

SCOPE OF WORK**Statement of Work for HVAC Systems**

The following equipment will be covered:

QUANTITY	EQUIPMENT NAME	EQUIPMENT MANUFACTURER
TWO	CENTRIFUGAL CHILLERS	TRANE
ONE	SCROLL CHILLER	TRANE
TWO	COOLING TOWERS	MARLEY
TWO	MODULAR AIR HANDLERS	TRANE
FIVE	AIR HANDLING UNITS	TRANE
NINE	MECHANICAL COOLING UNITS	LIEBERT
TWELVE	FAN POWERED TERMINAL UNITS	NAILOR
THIRTEEN	SINGLE DUCT TERMINAL UNITS	NAILOR
TEN	QMX FANS	LOREN COOK
NINE	MISC FANS	LOREN COOK
TEN	WATER PUMPS	BELL AND GOSSETT
THREE	SUBMERSIBLE PUMPS	WEIL
ONE	WATER FILTRATION UNIT	PEP
	MISC WATER SYSTEM VALVES	
TWO	HUMIDIFIERS	ARMSTRONG
TWENTY	COOLING COILS	COIL MASTER
FIFTEEN	VARIABLE FREQUENCY DRIVES	TOSHIBA

EXTENT OF COVERAGE:

The responding vendor shall provide the following services on all equipment listed within this Statement of Work.

- Response to service calls is on a 24x7x365 basis
- Expectations are for a 30 minute callback from initial call, service technician on site within one (1) hour of initial call, and service restored within four (4) hours of initial call.
- Provide all parts and materials needed to complete repairs on covered equipment
- Provide all labor needed to diagnose, repair, or replace failed components on the covered equipment
- Ensure that all labor on Trane chillers is to be performed or supervised by a Trane certified Technician
- To provide preferential service over non-contract customers
- Preventive maintenance on the covered equipment according to the schedules recommended below.
- Annual inspections are to be performed in early spring
- Two midseason running inspections are to be performed in mid-summer and late fall.

CENTRIFUGAL CHILLERS COMPREHENSIVE ANNUAL INSPECTION
ONLY ONE CHILLER CAN BE DOWN AT A TIME**GENERAL ASSEMBLY**

- Check and record refrigerant level
- Inspect for leaks
- Repair leaks as needed
- Check vanes for operation
- Check mechanical linkages for wear

PURGE UNIT

- Check purge unit controls for proper operation
- Check and clean purge drum if needed
- Clean the condenser coil
- Clean the strainers or replace filters as needed
- Check for refrigerant leaks and repair if found
- Check unit for proper operation

CONTROLS

- Verify control panel settings
- Inspect wiring and connections for tightness and damage
- Verify vane control
- Verify that all indicator/alarm lights and led displays are working
- Verify operation of the oil sump temperature control
- Test high condenser pressure device. Calibrate and record
- Test low evaporator temperature safety device. Calibrate and record
- Test low oil pressure safety device. Calibrate and record
- Test high motor temperature safety device. Calibrate and record
- Test operation of chilled water pump and condenser water pump starter

LUBRICATION SYSTEM

- Measure and record oil pump voltage and amps
- Verify operation of the oil heater
- Change the oil filter
- Verify the oil level

MOTOR AND STARTER

- Clean the starter and cabinet
- Inspect wiring and connections for tightness and damage
- Check contacts for wear
- Check operation of contactors
- Check mechanical linkage for operation
- Check motor terminals for tightness
- Meg the motor and record reading
- Verify operation of electrical interlocks

OIL SAMPLE AND ANALYSIS

- Pull sample and send to Trane chemical lab in Charlotte
- Perform spectrographic analysis of oil sample
- Provide detailed report and recommendations

CONDENSER AND EVAPORATOR TUBE CLEANING

- Both units cannot be down at the same time
- Remove easy end head only
- Mechanically clean, brush and rinse tubes
- Replace heads using appropriate o-rings or gaskets
- Perform unit start and checkout procedure

SCROLL CHILLER COMPREHENSIVE ANNUAL INSPECTION**GENERAL ASSEMBLY**

- Inspect for leaks and repair as needed
- Visually inspect condenser tubes

CONTROLS

- Inspect the control panel
- Inspect wiring and connections for tightness and damage
- Verify working condition of all indicator and alarm lights
- Test the operation of the low water temperature safety device. Calibrate and record
- Test the operation of the low evaporator pressure safety device. Calibrate and record
- Check the parameters of the control

LUBRICATION SYSTEM

- Check the oil level in the compressor
- Verify operation of the oil heater. Measure amps and compare with heater rating

MOTOR AND STARTER

- Clean starter and cabinet
- Inspect wiring and connections for tightness and damage
- Check condition of contacts
- Check contactors for operation
- Check tightness of motor connections and damage
- Meg the motor and record readings
- Verify operation of electrical interlocks

CONDENSOR TUBE CLEANING

- Inspect and mechanically clean and rinse condenser tubes

MODULAR AIR HANDLING UNITS COMPREHENSIVE ANNUAL INSPECTION
(ONLY ONE AIR HANDLER CAN BE DOWN AT A TIME)**GENERAL ASSEMBLY**

- Inspect the unit for cleanliness
- Inspect fan wheel and shaft for wear and clearance
- Check the sheaves and pulleys for wear and alignment
- Check the belts for wear or cracking
- Verify that bolts screws and locking collars are tight
- Clean condensate pan if needed
- Verify operation of the condensate drain
- Verify clean air filters
- Verify clean coils
- Verify smooth fan operation
- Log operating conditions

MARLEY COOLING TOWERS COMPREHENSIVE ANNUAL INSPECTION
(ONLY ONE COOLING TOWER CAN BE DOWN AT A TIME)**GENERAL ASSEMBLY**

- Disassemble all screens and access panels for inspection
- Inspect the condition of the tower fill and clean if needed
- Inspect the condition of the support structure
- Inspect the condition of the basins (upper and lower) clean if needed
- Clean the strainers
- Verify condition and operation of the basin fill valve system

MECHANICAL

- Inspect belts for wear and cracking
- Verify belt tension and adjust if needed
- Inspect sheaves and pulleys for wear and alignment
- Inspect fan shaft and bearings
- Inspect fan assembly for condition and clearances

MOTOR AND STARTER

- Clean the starter and cabinet
- Inspect wiring and connections for tightness and damage
- Check the contacts for wear
- Check the contactor for smooth operation
- Meg the motor and record readings
- Check the disconnect terminals for wear, tightness and damage
- Check the condition and operation of the basin heater contactor
- Check the operation of the basin heater

COMPREHENSIVE ANNUAL INSPECTIONS ON REMAINING COVERED EQUIPMENT
(TO BE PERFORMED IN EARLY SPRING)

- Check all cooling coils and clean if needed
- Check operation and condition of all pumps
- Check mechanical operation and condition of all valves and dampers
- General inspection of the entire HVAC system

TWO MIDSEASON RUNNING INSPECTIONS ON ALL COVERED EQUIPMENT
(TO BE PERFORMED IN LATE FALL AND MID SUMMER)

- Check general condition of the units
- Check operation of control circuits
- Check operation of motors and starters
- Verify the control settings where applicable
- Check operation of purge unit on centrifugal chillers
- Check operating temperatures, pressures, volts, and amps
- Review operating procedures with wad personnel

DOCUMENTATION OF WORK

- A written report of completed work, operating logs, and any problems found will be provided to WDC personnel
- Any work needed outside of the required service is to be approved by the Facility or Data Center manager
- The Facility manager will be contacted to schedule the dates work will be performed

WDC MAINTENANCE PERSONNEL WILL PERFORM THE FOLLOWING

- Daily, weekly, and monthly PM'S and logs per manufacturers schedule
- Lubrication of Fan bearings, Blowers, and Motors
- HVAC filter changes
- All PM's will be documented
- BMS controls, sensors, software and electrical actuators for valves and dampers will be covered under another contract.

FULL EQUIPMENT LIST

EQUIPMENT NAME	MANUFACTURER	MODEL NO
CENTRIFUGAL CHILLER	TRANE	CVHFO58
CENTRIFUGAL CHILLER	TRANE	CVHF058
SCROLL CHILLER	TRANE	CGWF0504
COOLING TOWER	MARLEY	NC8305J2
COOLING TOWER	MARLEY	NC8305J2
MODULAR AHU-1	TRANE	MCCB030A
MODULAR AHU-2	TRANE	MCCB040A
AHU-3	Trane	LPCAA06F4F0FR0020241B0DARA00BA000000000
AHU-4	Trane	LPCAA06F4F0FR0020241B0DAKA00BA000000000
AHU-5	Trane	LPCAA03F4F0FR0020131B0CAUA00BA000000000
AHU-6	Trane	LPCAA08F4F0ER0020321B0EANN00BA000000000
AHU-7	Trane	LPCAA06F4F0FR0020241B0DAKA00BA000000000
MCU-1	Liebert	UH376C-AAEO
MCU-2	Liebert	UH376C-AAEO
MCU-3	Liebert	UH376C-AAEO
MCU-4	Liebert	UH376C-AAEO
MCU-5	Liebert	BU102C-AAE0S641
MCU-6	Liebert	BU102C-AAE0S641
MCU-7	Liebert	BU102C-AAE0S641

EQUIPMENT NAME	MANUFACTURER	MODEL NO
MCU-8	Liebert	MMD40C2AHEB0
MCU-9	Liebert	MMD40C2AHEB0
TB1-01	Nailor	D3001
TB1-02	Nailor	D35NE
TB1-03	Nailor	D35NE
TB1-04	Nailor	D35NE
TB1-05	Nailor	D35NE
TB1-06	Nailor	D35NE
TB1-07	Nailor	D35NE
TB1-08	Nailor	D35NE
TB1-09	Nailor	D3001
TB1-10	Nailor	D3001
TB1-11	Nailor	D35NE
TB1-12	Nailor	D35NE
TB1-13	Nailor	D35NE
TB1-14	Nailor	D35NE
TB2-01	Nailor	D30RE
TB2-02	Nailor	D30RE
TB2-03	Nailor	D30RE
TB2-04	Nailor	D30RE
TB2-05	Nailor	D35NE
TB2-06	Nailor	D30RE
TB2-07	Nailor	D30RE
TB2-08	Nailor	D30RE
TB2-09	Nailor	D30RE
TB2-10	Nailor	D30RE

EQUIPMENT NAME	MANUFACTURER	MODEL NO
TB2-11	Nailor	D30RE
Fan VAF1-5	Loren Cook	540QMX
Fan VAF 6-10	Loren Cook	540QMX
Fan F 1-2	Loren Cook	ACW-B
Fan F-3	Loren Cook	135C5B
Fan F-4	Loren Cook	195SQN-B
Fan F-5	Loren Cook	195W8B
Fan F-7	Loren Cook	GC144
Fan F-8	Loren Cook	135C5B
Fan IH-11	Loren Cook	8PR
P-1 Condenser Water	Bell & Gossett	Split Case Pump Series VSX-VSH
		Model 5X6X10.5A-LHR
P-2 Condenser Water	Bell & Gossett	Split Case Pump Series VSX-VSH
		Model 5X6X10.5A-LHR
P-3 Condenser Water	Bell & Gossett	Base Mounted Case Pump Series 1510
		Model 2.5AB
P-4 Primary CW Pump	Bell & Gossett	Vertical Split Case Pump Series VSX-VSC
		Model 5X6X10.5A-RHR
P-5 Primary CW Pump	Bell & Gossett	Vertical Split Case Pump Series VSX-VSC
		Model 5X6X10.5A-RHR 5X6X10.5A-RHR
P-6 Secondary CW Pump	Bell & Gossett	5X6X10.5A-RHR

EQUIPMENT NAME	MANUFACTURER	MODEL NO
P-7 Secondary CW Pump	Bell & Gossett	5X6X10.5A-RHR
P-8 Secondary CW Pump	Bell & Gossett	2BC
MUP-1 Cooling Tower Make up Pump	Bell & Gossett	5200
MUP-2 Cooling Tower Make up Pump	Bell & Gossett	5200
Submersible Pump 1 & 2 Control Panel	Weil	Model 8158
Submersible Pump 1	Weil	Model 1413 1 HP
Submersible Pump 2	Weil	Model 1413 1 HP
(6) Triple Duty Valves 8 inch	Bell & Gossett	3DS-8S
(2) Triple Duty Valves 2.5 inch	Bell & Gossett	3DS-2-1/2S
(1) Suction Diffuser 4 inch x 3 inch	Bell & Gossett	ED-3X
(1) Suction Diffuser 4 inch x 2.5 inch	Bell & Gossett	EC-3X
(1) ASME Bladder Tank (132 Gal)	Bell & Gossett	B500 Series B
(2) Rolairtrol Air Separator 8 in. w/ strainer.	Bell & Gossett	R-8
(1) ASME Relief Valve (MCP12)	Bell & Gossett	1170-100
(1) Pressure Reducing Valve	Bell & Gossett	B7-12
PEP Water Filtration Unit	PEP	SMF2-42-A-CW-FG
Humidifier	Armstrong	HC-4500
CC 1-10	Coil Master	CWC05H13-78X76R
CC 11-20	Coil Master	CWC05H13
VAF 1 / VFDS – 6	Toshiba	Q7-4220-IE
VAF 2 / VFDS - 7	Toshiba	Q7-4220-IE
VAF 3 / VFDS – 8	Toshiba	Q7-4220-IE
VAF 4 / VFDS - 9	Toshiba	Q7-4220-IE
VAF 5 / VFDS - 10	Toshiba	Q7-4220-IE
VAF 6 / VFDS – 11	Toshiba	Q7-4220-IE
VAF 7 / VFDS -12	Toshiba	Q7-4220-IE
VAF 8 / VFDS - 13	Toshiba	Q7-4220-IE
VAF 9 / VFDS - 14	Toshiba	Q7-4220-IE

EQUIPMENT NAME	MANUFACTURER	MODEL NO
VAF 10 / VFDS - 15	Toshiba	Q7-4220-IE
P-6 / VFDS - 3	Toshiba	Q7-4270-IE
P-7 / VFDS - 4	Toshiba	Q7-4270-IE
P-8 / VFDS - 5	Toshiba	Q7-4055-IE
Cooling Tower 1 / VFDS – 1	Toshiba	Q7-4400-IE
Cooling Tower 2 / VFDS – 2	Toshiba	Q7-4400-IE

REFERENCES

Prospective Vendors must supply three (3) references of government agencies/private firms for which similar or related work has been performed during the last five (5) years. This work must be similar in scope and size.

1. AGENCY OR FIRM NAME: _____
 BUSINESS ADDRESS: _____
 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____
 TYPE OF SYSTEM:: _____

2. AGENCY OR FIRM NAME: _____
 BUSINESS ADDRESS: _____
 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____
 TYPE OF SYSTEM:: _____

3. AGENCY OR FIRM NAME: _____
 BUSINESS ADDRESS: _____
 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____
 TYPE OF SYSTEM: _____

COST PROPOSAL/EXECUTION OF PROPOSAL CHECKLIST
(Please initial)

By submitting this proposal, the potential contractor certifies the following:

- _____ This proposal is signed by an authorized representative of the firm.
- _____ Vendor can obtain insurance certificates as required within 10 calendar days after notice of award. (See #17 of the States Terms and conditions).
- _____ 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 attended the **mandatory** conference/site visit and is aware of prevailing conditions associated with performing these services.
- Name of individual who attended site visit** _____.
- _____ The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- _____ The potential contractor shall provide certification of authorization to maintain equipment described in this RFP.
- _____ The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services for a cost not to exceed \$_____.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

Will any of the work under this contract be performed outside the United States?
(If yes, describe in technical proposal.)

☐ Yes

☐ No

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Printed name)

ACCEPTANCE OF PROPOSAL

Information Technology Services

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR 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 is to be completed and submitted with the offeror's (technical) proposal/bid.

Issuing Agency: Information Technology Services

Solicitation RFP 41-LW8555243

Agency Contact Person & phone #: Linda Waterman

Solicitation Title / Type of Services: HVAC Maintenance

OFFEROR: _____

City & State: _____

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

Service	City/Providence/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/Providence/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.)

SPECIAL TERMS RELEVANT TO THIS RFP**1. CRIMINAL BACKGROUND CHECK**

All contractor employees shall have a criminal background check before they will be allowed into the building. ITS shall provide this required background check at ITS expense.

2. DRUG FREE WORKPLACE

The Contractor acknowledges and certifies that the following acts by the Contractor, its employees and or agents performing services on state property are prohibited:

- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- Any impair or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes under a doctor's prescription).

The Contractor further acknowledges and certifies that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by ITS in addition to any criminal penalties that may result from such conduct.

3. CANCELLATION

If a contract is issued it may be cancelled at any time by reason of unsatisfactory performance or other default of the Contractor upon five (5) days prior written notice by ITS. If a contract is issued it may be cancelled by either party by giving sixty (60) days prior written notice. Such notice by the Contractor should in no way be construed as taking away the right of ITS to cancel for unsatisfactory performance.

4. ACCESS BADGES/KEYS

Issuance and recall of access badges and keys shall be at the discretion of the Data Center Manager. No deposit will be required; however, there shall be a charge of \$100.00 per access badge or key that is not returned or lost. Payment is due by subtracting the amount for the access badge or key on the next submitted invoice or upon receipt of such access badge or key. The Contractor shall notify the Facility Manager immediately by telephone and then in writing if access badge or keys are lost. Access badge or keys are not to be duplicated by the Contractor, any Subcontractor or their employees; all access badges and keys will be issued through the Facility Manager.

5. OSHA

Contractor shall comply with all OSHA safety standards and safety signage.

6. INSPECTION

The contractor shall accompany the Data Center Manager or their designee on special inspections of the work at any time during business hours of the State. The contracting agency reserves the right to make the determination as to whether service is being performed satisfactorily. The contractor management is required to respond to the Data Center manager upon request for inspection or issues.

7. COMPLAINTS

All complaints shall be communicated to the contractor in writing and the contractor shall address the complaint within one (1) business day. Any complaint that cannot be corrected or is considered unreasonable or cannot be dealt with for reasons beyond the contractor's control shall be specifically reported to the Data Center Manager. Uncorrected complaints, if not considered unreasonable by the Data Center Manager shall be cause for any and all of the following actions by the contracting agency:

8. CONTRACTOR PERSONNEL

Contractor personnel shall not engage in idle or unnecessary conversation with State Employees, other employees of the contractor, tenants or visitors in the building.

Contractor personnel shall not remove any articles or materials from the premises, regardless of its value or regardless of any employee or tenant's permission. This is to include the contents of any item found in trash containers in or around the premises. Trash items are to be placed in dumpsters or trashcans designated for that purpose.

Contractor personnel shall not disturb any papers, boxes or other materials except that in trash receptacles or designated areas for trash or unless such material is properly identified as trash.

Contractor personnel shall report any property loss or damage to their (vendor) supervisor immediately. The supervisor shall report such damage within one (1) business day to the Data Center Manager in writing. A full description of lost or missing property shall be done in writing by the supervisor within one (1) business day.

Contractor shall be held financially responsible for all damages to equipment, cabling and equipment operations while performing these services.

Contractor personnel shall abide by rules and regulations set forth by the State of North Carolina, which affect the performance of the work (Agency policies will be provided to successful vendor).

Upon receipt of written request by the Data Center Manager to the contractor, any contractor's employee who fails to abide by these or other rules established by the State shall be immediately pulled off the job and replaced.

9. EQUIPMENT AND SUPPLIES

The contractor shall provide all equipment and supplies for professionally performing all work in this contract. They must be adequate in kind, quantity and quality. Vendor shall be required to have a MSDA sheet as required by OSHA regulations, and the contractor shall ensure that all MSDA sheets are filed with the Data Center Manager prior to use of materials described therein.

10. UTILITIES

The State shall provide the contractor with all normal utilities necessary for professional performance of services (electricity, lights, water, etc.). Upon written request from the Facility Manager, the contractor shall comply with the energy conservation requirements initiated by State Government.

11. PAYMENT

The Vendor shall be paid on a monthly basis upon receipt and approval of submitted invoice detailing the services performed under this contract.

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.

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.
6. **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.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 60) days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **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.
 10. **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.
 11. **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.
 12. **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.
 13. **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 is shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific 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.doa.state.nc.us/pandc/>. 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. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
16. **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.doa.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.
17. **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.doa.state.nc.us/pandc/>.
18. **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.

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)**

NOTE: For “Agency”, substitute “Department”, “University”, etc., as applicable.

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor 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 will 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 Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon 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 under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business

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.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 30 days notice in writing from the Agency 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 Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **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 Agency.

11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **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. The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor 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.
15. **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.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **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 \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its 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 \$500,000.00 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 connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. 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.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

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.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic

exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which 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 on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

8/01/2008

ATTACHMENT "A"

Directions to the Western Data Center

1371 Old Caroleen Road
Forest City, NC 28043

From Charlotte:

I-85 North to US 74 West

Exit #184 (Old Caroleen Road)

Turn left onto Old Caroleen Road

Travel approximately $\frac{1}{4}$ mile to the Western Data Center on the left (there is a sign with 1371 Old Caroleen Road)

Drive through the gate and park in the paved parking lot and proceed to the main building

Hickory/Asheville:

US 74 East to Exit #184 (Old Caroleen Road)

Turn right onto Old Caroleen Road

Travel approximately $\frac{1}{4}$ mile to the Western Data Center on the left (there is a sign with 1371 Old Caroleen Road)

Drive through the gate and park in the paved parking lot and proceed to the main building

From Raleigh:

I-40 West to I-85 South

Exit #10 to US74 West

Turn left onto Old Caroleen Road

Travel approximately $\frac{1}{4}$ mile to the Western Data Center on the left (there is a sign with 1371 Old Caroleen Road)

Drive through the gate and park in the paved parking lot and proceed to the main building.