



**STATE OF NORTH CAROLINA**

**University of North Carolina at Charlotte**

**Request for Proposal #: 66-25035 TS**

**Glass Replacement and Repairs**

**Date of Issue: Monday, January 27, 2025**

**Proposal Due Date: Monday, February 17, 2025**

**At 2:00 PM ET**

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

Trever Swint

Assistant Director of Purchasing

Email: [wswint@charlotte.edu](mailto:wswint@charlotte.edu)



STATE OF NORTH CAROLINA

## University of North Carolina at Charlotte

Request for Proposal #

66-25035 TS

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

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation.

## STATE OF NORTH CAROLINA University of North Carolina at Charlotte

Refer **ALL** Inquiries regarding this RFP to:  
**Trever Swint**  
**wswint@charlotte.edu**

**Request for Proposal #: 66-25035 TS**

**Proposals will be received until:  
Monday, February 17, 2025 at 2:00 PM ET**

### **EXECUTION**

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

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

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

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

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

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

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

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

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED.  
Late proposals CANNOT and will NOT be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:		P.O. BOX:
CITY, STATE & ZIP:		TELEPHONE NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
NAME OF PERSON SIGNING ON BEHALF OF VENDOR:		TITLE:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

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

<p><b><u>FOR STATE USE ONLY:</u></b> Offer accepted and Contract awarded this _____ day of _____, 2025, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of UNC Charlotte)</b></p>
---

## Contents

<b>1.0</b>	<b>PURPOSE AND BACKGROUND .....</b>	<b>5</b>
<b>1.1</b>	<b>CONTRACT TERM .....</b>	<b>5</b>
<b>2.0</b>	<b>GENERAL INFORMATION.....</b>	<b>5</b>
<b>2.1</b>	<b>REQUEST FOR PROPOSAL DOCUMENT .....</b>	<b>5</b>
<b>2.2</b>	<b>E-PROCUREMENT .....</b>	<b>5</b>
<b>2.3</b>	<b>NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS .....</b>	<b>5</b>
<b>2.4</b>	<b>RFP SCHEDULE .....</b>	<b>6</b>
<b>2.5</b>	<b>PROPOSAL QUESTIONS .....</b>	<b>6</b>
<b>2.6</b>	<b>PROPOSAL SUBMITTAL .....</b>	<b>6</b>
<b>2.7</b>	<b>PROPOSAL CONTENTS .....</b>	<b>7</b>
<b>2.8</b>	<b>ALTERNATE PROPOSALS .....</b>	<b>7</b>
<b>3.0</b>	<b>METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....</b>	<b>8</b>
<b>3.1</b>	<b>METHOD OF AWARD.....</b>	<b>8</b>
<b>3.2</b>	<b>CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....</b>	<b>8</b>
<b>3.3</b>	<b>PROPOSAL EVALUATION PROCESS.....</b>	<b>8</b>
<b>3.4</b>	<b>EVALUATION CRITERIA .....</b>	<b>9</b>
<b>3.5</b>	<b>PERFORMANCE OUTSIDE THE UNITED STATES .....</b>	<b>9</b>
<b>3.6</b>	<b>INTERPRETATION OF TERMS AND PHRASES.....</b>	<b>10</b>
<b>4.0</b>	<b>REQUIREMENTS .....</b>	<b>10</b>
<b>4.1</b>	<b>FINANCIAL PROPOSAL.....</b>	<b>10</b>
<b>4.2</b>	<b>INVOICES.....</b>	<b>10</b>
<b>4.3</b>	<b>FINANCIAL STABILITY .....</b>	<b>10</b>
<b>4.4</b>	<b>HUB PARTICIPATION .....</b>	<b>11</b>
<b>4.5</b>	<b>VENDOR EXPERIENCE.....</b>	<b>11</b>
<b>4.6</b>	<b>REFERENCES .....</b>	<b>11</b>
<b>4.7</b>	<b>BACKGROUND CHECKS.....</b>	<b>11</b>
<b>4.8</b>	<b>PERSONNEL.....</b>	<b>11</b>
<b>4.9</b>	<b>VENDOR'S REPRESENTATIONS .....</b>	<b>11</b>
<b>4.10</b>	<b>AGENCY INSURANCE REQUIREMENTS MODIFICATION .....</b>	<b>12</b>
<b>5.0</b>	<b>SPECIFICATIONS AND SCOPE OF WORK .....</b>	<b>12</b>
<b>5.1</b>	<b>GENERAL .....</b>	<b>12</b>

**6.0 CONTRACT ADMINISTRATION.....13**

**6.1 13**

**CONTRACT MANAGER AND CUSTOMER SERVICE .....13**

**6.2 CONTINUOUS IMPROVEMENT .....13**

**6.3 ACCEPTANCE OF WORK.....14**

**6.4 FAITHFUL PERFORMANCE .....14**

**6.5 DISPUTE RESOLUTION.....14**

**6.6 CONTRACT CHANGES.....14**

**7.0 ATTACHMENTS.....15**

**ATTACHMENT A: FINANCIAL PROPOSAL .....16**

**ATTACHMENT B: INSTRUCTIONS TO VENDORS .....17**

**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS.....17**

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.....17**

**ATTACHMENT E: CUSTOMER REFERENCE FORM .....17**

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR .....17**

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION .....17**

## 1.0 PURPOSE AND BACKGROUND

---

The University of North Carolina at Charlotte was established in 1965 by the North Carolina General Assembly which transformed Charlotte College, with beginnings in 1946, into a campus of The University of North Carolina. It is organized into the following eight colleges: College of Arts & Architecture; College of Science; College of Humanities & Earth and Social Science; College of Business; College of Education; College of Engineering; College of Health and Human Services; and the College of Computing and Informatics. It offers a broad array of degree programs at the undergraduate, graduate, and doctoral levels and also in graduate certificate programs.

Enrollment is approximately 30,000 with 19 percent of the students pursuing graduate degrees. The University is expected to experience continued growth in the foreseeable future.

UNC Charlotte is seeking to establish a convenience contract with a qualified company that can provide glass repair and replacement services on an as-needed basis for both the main campus and the DuBois Center campus located in downtown Charlotte. The service provider shall furnish all labor, tools, equipment materials and transportation needed to fulfill the required services.

### 1.1 CONTRACT TERM

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

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

---

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 E-PROCUREMENT

**ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.**

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

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

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

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

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

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

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Monday, January 27, 2025
Submit Written Questions	Vendor	Wednesday, February 5, 2025 at 12:00 PM ET
Provide Response to Questions	State	Monday, February 10, 2025
Submit Proposals	Vendor	Monday, February 17, 2025 at 2:00 PM ET
Contract Award	State	TBD

## 2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [wswint@charlotte.edu](mailto:wswint@charlotte.edu) by the date and time specified above. Vendors should enter "RFP # 66-25024TS: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the **electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received via the eVP as described in this RFP by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any proposal or portion thereof received or attempted to be submitted after the proposal submission deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

**Attempts to submit a proposal via mail, courier, facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

**This will be a One-Step proposal process:**

Vendor's proposal may contain both the Technical and Financial Proposal (ATTACHMENT A) submitted for evaluation in a single file.



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

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

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

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

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this RFP. Cover letter MUST include the location of the business as well as identify any business licensures, certifications, etc. and a detailed summary of the businesses insurance coverages to satisfy the evaluation criteria.
- b) Completed and signed version of all EXECUTION PAGES, and completed version of any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: FINANCIAL PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) Summary of Experience to satisfy evaluation criteria. See Section 4.5. Summary must also include information on sustainability measures and applicable warranties.

## 2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #\_\_\_\_ [for 'name of Vendor']". Each proposal must be for a specific set of Goods

and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

---

#### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

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

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

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

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

#### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

Proposals will be received according to the method stated in the Proposal Submittal Section above.

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be accessed via the eVP and all offers (except those that have been previously withdrawn, or voided bids) will be noted. Since negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be noted at the time of opening. Interested parties are cautioned that proposals and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s final position.

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

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

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

**3.4 EVALUATION CRITERIA**

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

- Vendor Background**30%
- Location of Business and proximity to campus
  - Licenses, Certifications, NC Good Standing
  - Insurance requirements capable of being met

- References & Experience**30%
- Responses received from the references contacted
  - Summary of experience including evidence of awareness of building codes
  - Sustainability Measures in place and offered warranties on projects

- Financial Proposal**40%
- The State will determine low cost by normalizing the scores as follows:
- The proposal with the lowest cost will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

Financial Proposal  
Points Available (XX)

x

the cost of the lowest cost proposal

the cost of the cost proposal being evaluated

**3.5 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of

the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.6 INTERPRETATION OF TERMS AND PHRASES**

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

## **4.0 REQUIREMENTS**

---

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

### **4.1 FINANCIAL PROPOSAL**

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: FINANCIAL PROPOSAL and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### **4.2 INVOICES**

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

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Purchase Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

Sample Project is provided in ATTACHMENT A for the purpose of providing an invoice for this requirement.

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

### **4.3 FINANCIAL STABILITY**

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

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

#### **4.4 HUB PARTICIPATION**

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

#### **4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications of the company and experience of professional personnel to be assigned to this project. Vendor shall demonstrate knowledge of and experience with all applicable building codes.

#### **4.6 REFERENCES**

Vendor shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Proposal.

#### **4.7 BACKGROUND CHECKS**

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

#### **4.8 PERSONNEL**

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

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

#### **4.9 VENDOR'S REPRESENTATIONS**

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a

resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

#### **4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

### **5.0 SPECIFICATIONS AND SCOPE OF WORK**

---

#### **5.1 GENERAL**

The Service Provider shall supply all labor, transportation, materials, tools, equipment and supplies necessary for glass repairs, removal of existing glass and new glass installation services as needed. Service Provider is responsible for providing and taking all safety precautions necessary to ensure the safety of university staff and students during the preparation, execution and clean-up of projects.

Service Providers will be contacted for individual repairs and projects by university staff and must be able to respond within four (4) hours in case of emergency situations.

All work to be performed during normal business hours Monday through Friday 7:00am – 5:00pm except as may be needed in emergency situations or as otherwise approved by university staff.

All projects should be scheduled in a manner that is not disruptive to scheduled classes, university events and reserved spaces.

Service Provider to provide contact information including emergency and after-hours contact information and procedure.

Service Provider will be held responsible for any damage to university property caused by the Provider and/or its employees during a project.

Service Provider's operations and main office must be in Charlotte NC or within a reasonable driving distance to the main campus not to exceed sixty (60) miles from 9201 University City Blvd Charlotte NC 28223.

Service Provider must be appropriately licensed, certified as applicable, maintain acceptable insurance coverages and be in good standing with the State of NC to do business.

Service Provider should have and be able to show experience with similar work performed for entities similar in size and scope to UNC Charlotte.

Service Provider must possess knowledge and experience with all applicable building codes.

Proposal Number: 66-25035TS

Vendor: \_\_\_\_\_

Service Provider should be able to provide solutions that meet or exceed sustainable energy codes and benefit the campuses efforts towards reaching greater sustainability measures.

Service providers should offer the University general acceptable warranties on materials and labor for projects completed.

The Service Provider is responsible for acquiring the appropriate parking passes or parking costs, including any violations received for not parking in accordance with UNC Charlotte Parking Guidelines. Vendors are encouraged to contact the Parking Services Department for further information and may visit the Parking Services Web Site at <https://pats.charlotte.edu/parking/parking-overview/> for more information.

All work shall be performed in a safe and professional manner and shall meet or exceed industry standards. All work shall meet or exceed all federal laws, State of NC safety regulations and requirements and Federal/ State/ County/ City building code requirements.

## 6.0 CONTRACT ADMINISTRATION

---

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

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

### 6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

### **6.3 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

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

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

### **6.4 FAITHFUL PERFORMANCE**

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

### **6.5 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.6 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***



## 7.0 ATTACHMENTS

---

### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

EACH ATTACHMENT CAN BE ACCESSED FROM THIS LINK:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

ATTACHMENT A: FINANCIAL PROPOSAL

Complete and return the Pricing associated with this RFP, which can be found in the table below:

Labor Rates (IF APPLICABLE): (Include rates for overtime/ after hours, weekends, etc. Add additional lines as necessary)

Description	Rate per Unit of Measure
Ex: Supervisor	\$30/hr M-F 7am-5pm
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Travel or Trip Charges

\_\_\_\_\_

Discounts on Materials or other

\_\_\_\_\_

Other Charges:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Service Providers MUST provide an example of an invoice per Section 4.2 of this RFP. For the purpose of the sample invoice, the following project example should be used. The pricing provided on the sample invoice will be used in the pricing evaluation with the above rates listed. This is NOT an actual repair project, but rather an example to compare costs accurately among responses.

Example Project: A glass window is broken in our EPIC building and needs replacement. Vendor must remove old glass, supply and install new glass. The window is located 60ft upward and the glass is outside set in a curtainwall system.

- Project can be done M – F 8am-4:30pm
- 1 x DGU: ¼" SN68 Tempered / ½" 16- ¾" x 44- ¾" 5.63 Silver Spacer / ¼" Clear Tempered

TOTAL PROJECT COST \$\_\_\_\_\_

---

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

---

The Instructions to Vendors are incorporated herein by this reference. See link on pg. 15

---

**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

---

The North Carolina General Terms and Conditions are incorporated herein by this reference. See link on pg. 15

---

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

---

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form. See link on pg. 15

---

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

---

Complete and return the Customer Reference form. See link on pg. 15

---

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

---

Complete and return the Location of Workers Utilized by Vendor form. See link on pg. 15

---

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

---

Complete, sign, and return the Certification of Financial Condition form. See link on pg. 15

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***