



STATE OF NORTH CAROLINA

The University of North Carolina Asheville

Request for Proposal #: RFP 64-803

Elevator Service

Date of Issue: 8/7/2023

Proposal Opening Date: 8/29/2023

At 2:00 PM EST

****Make sure to review new instructions for proposal response in Section 2.7****

Direct all inquiries concerning this RFP to:

Lane Brown

Purchasing Agent

Email: Lbrown@unca.edu

Phone: 828-232-2285



STATE OF NORTH CAROLINA

Request for Proposal

64-803


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#

Electronic responses ONLY will be accepted for this solicitation.

AGENCY: THE UNIVERSITY OF NORTH CAROLINA ASHEVILLE			
REQUEST FOR PROPOSALS NUMBER: 64-803			
Refer all inquiries to Lane Brown, Purchasing Agent			
<u>Lbrown@unca.edu</u>	Phone: 828-232-2285	Fax: 828-251-6743	
Deadline to submit responses to this RFP: 8/29/23 at 2:00 p.m.			

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 shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
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.

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

The attached certification, by _____.

(Authorized Representative of The University of North Carolina Asheville)

Vendor Checklist

By signing the Execution Page of this RFP, you are acknowledging the following items have been reviewed, signed and attached with Vendor response.

Failure to include this information with bid response may render proposal invalid and it **MAY BE REJECTED**.

Initials	Description
	<u>Pricing – Attachment A</u>
	<u>Elevator Inventory – Attachment B</u>
	<u>Instructions to Vendor – Attachment C</u>
	<u>North Carolina General Terms & Conditions – Attachment D</u>
	<u>HUB Supplemental Vendor Information – Attachment E</u>
	<u>Customer References – Attachment F</u>
	<u>Location of Workers – Attachment G</u>
	<u>Certification of Financial Condition – Attachment H</u>
	<u>Invoices – Section 4.2</u>
	<u>Vendor Experience – Section 4.5</u>
	<u>Agency Insurance Requirements – Section 4.11</u>
	Any Published Addenda on the electronic Vendor Portal (eVP) for this RFP

Contents

1.0	PURPOSE AND BACKGROUND	6
1.1	CONTRACT TERM.....	7
2.0	GENERAL INFORMATION.....	7
2.1	REQUEST FOR PROPOSAL DOCUMENT	7
2.2	E-PROCUREMENT FEE	7
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	7
2.4	RFP SCHEDULE	8
2.5	MANDATORY SITE VISIT, PARKING.....	8
2.6	PROPOSAL QUESTIONS	8
2.7	PROPOSAL SUBMITTAL	9
2.8	PROPOSAL CONTENTS	9
2.9	ALTERNATE PROPOSALS	10
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	10
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	11
3.1	METHOD OF AWARD	11
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	11
3.3	PROPOSAL EVALUATION PROCESS.....	11
3.4	EVALUATION CRITERIA	12
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	12
3.6	INTERPRETATION OF TERMS AND PHRASES.....	13
4.0	REQUIREMENTS	13
4.1	PRICING.....	13
4.2	INVOICES.....	13
4.3	FINANCIAL STABILITY	13
4.4	HUB PARTICIPATION	14
4.5	VENDOR EXPERIENCE.....	14
4.6	REFERENCES	14
4.7	PERSONNEL.....	14
4.8	VENDOR'S REPRESENTATIONS	14
5.0	SPECIFICATIONS AND SCOPE OF WORK	15
5.1	MAINTENANCE TASKS	15
5.2	SPECIAL CONDITIONS	17

5.3	PERFORMANCE REQUIREMENTS	18
5.4	TECHNICAL APPROACH	19
5.5	EXTRA WORK	19
6.0	CONTRACT ADMINISTRATION.....	19
6.1	ADDITIONAL OR REMOVAL OF UNITS FROM INVENTORY.....	19
6.2	CONTRACT MANAGER AND CUSTOMER SERVICE	20
6.3	POST AWARD PROJECT REVIEW MEETINGS	20
6.4	CONTINUOUS IMPROVEMENT.....	20
6.5	STATUS REPORTS	20
6.6	ACCEPTANCE OF WORK.....	20
6.7	TRANSITION ASSISTANCE	21
6.8	DISPUTE RESOLUTION	21
6.9	CONTRACT CHANGES	21
6.10	USE OF THIS CONTRACT BY THE UNC SYSTEM.....	21
7.0	ATTACHMENTS.....	22
	ATTACHMENT A: PRICING.....	22
	ATTACHMENT B: ELEVATOR INVENTORY AS OF JUNE 2023.....	25
	ATTACHMENT C: INSTRUCTIONS TO VENDORS	26
	ATTACHMENT D: NORTH CAROLINA GENERAL TERMS & CONDITIONS	26
	ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION	26
	ATTACHMENT F: CUSTOMER REFERENCE FORM	26
	ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR.....	26
	ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION	26

1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Asheville seeks proposals from qualified vendors to perform a regular elevator maintenance & testing program including, but not limited to, monthly and annual inspections, minor repairs, cleaning, lubrication, alignment, adjustment, and performance testing.

The elevators on the campus of The University of North Carolina Asheville are utilized on a daily basis for reasons of accessibility and convenience, and as such, all elevators must be maintained in satisfactory and safe operating condition at all times.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on 11/01/2023. At the end of the Contract's current term, UNC Asheville shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. UNC Asheville will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, UNC Asheville reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

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 FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions 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 UNC Asheville 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. UNC Asheville 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, UNC Asheville 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).

UNC Asheville 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. UNC Asheville will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	Friday, 8/7/2023 at 5:00 PM EST
Mandatory Site Visit	State	Monday, 8/14/2023 at 10:00 AM EST
Submit Written Questions	Vendor	Friday, 8/18/2023 at 5:00 PM EST
Provide Response to Questions	State	Tuesday, 8/22/2023 at 5:00 PM EST
Deadline to respond to this RFP	Vendor	Tuesday, 8/29/2023 at 2:00 PM EST

2.5 MANDATORY SITE VISIT, PARKING

Mandatory Site Visit
Date: Monday, 8/14/2023
Time: 10 AM EST

Instructions: It shall be **MANDATORY** that each Vendor representative be present for a pre-proposal site visit on Monday, 8/14/2023. Attendees must meet promptly at 10:00 a.m. Eastern Time at Sam Millar Conference room SS208 at the Sam Millar Facilities Complex located at UNC Asheville 220 Campus Drive Asheville NC 28804. All attendees must sign in upon arrival. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED.** Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP. UNC Asheville will not provide hard copies of this RFP at the Site Visit. Vendors may bring their own copy for reference.

PARKING ON CAMPUS

Campus visitors should allow time to find a visitor parking space. All visitors must park in designated visitor spaces with a displayed permit. Visitor permits are free of charge and can be obtained by visiting Weizenblatt Hall 24/7 or calling Public Safety 828-251-6710.

- Link to campus parking resources: <https://transportation.unca.edu/visitor-parking>
- Link to campus map: <https://maps.unca.edu/>

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to Lbrown@unca.edu by the date and time specified above. Vendors should enter "RFP # 64-803: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, UNC Asheville's response, and any additional terms deemed necessary by UNC Asheville 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.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal 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>.

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 Department 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.

2.8 PROPOSAL CONTENTS

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

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- 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; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.

- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT F: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION

2.9 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.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of UNC Asheville or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACT LEAD:** Representative of UNC Asheville who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to UNC Asheville and who will administer the contract for UNC Asheville.
- d) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- e) **LOT:** A grouping of similar products within this RFP.
- f) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- g) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- h) **RFP:** Request for Proposal
- i) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- j) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- k) **UNC ASHEVILLE:** The University of North Carolina at Asheville is one of 17 schools in the State University System. Also referred to herein as "The University" or "University".
- l) **VANDALISM:** Vandalism is considered any damage to elevator equipment due to negligence, accident, or misuse of machinery, apparatus or car, by persons other than Vendor or their employees.
- m) **VENDOR:** Supplier, Vendor, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below. While the intent of this RFP is to award a Contract(s) to [single Vendor, UNC Asheville reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to UNC Asheville to do so.

UNC Asheville 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

UNC Asheville shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. UNC Asheville reserves the right to waive any minor informality or technicality in proposals received.

Only responsive submissions will be evaluated. **Make sure to review new directions to respond in [Section 2.7](#).**

UNC Asheville will conduct a One-Step evaluation of Proposals:

- a) Proposals will be received from each responsive Vendor in a sealed envelope or package.
- b) All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
- c) At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.
- d) At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarifying or amplifying 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.

- e) Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.
- f) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and UNC Asheville 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 UNC Asheville.

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

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

3.4 EVALUATION CRITERIA

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

- a) **Qualifications (up to 30 points). Response must include the following:**
 - A one-page written statement indicating Vendor's regular engagement in the business of installing, and/or servicing elevators of the type and character of equipment described in this RFP.
 - A list of elevator installations, service contracts, and cancellations during the last three (3) years within the State of North Carolina by the Vendor.
- b) **Price (up to 40 points). UNC Asheville will determine low cost by normalizing the scores as follows:**
 - The proposal with the lowest cost will receive a score of 40. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$40 \times (\text{total from lowest cost proposal} \div \text{total from proposal being evaluated})$$
- c) **Completeness of response (up to 15 points). Proposal will be evaluated on:**
 - Conformance to the RFP instructions, completeness, clarity of content, and responsiveness to the mandatory requirements.
- d) **Reference Checks (up to 15 points). Points awarded for:**
 - Level of quality of feedback from three (3) reference checks performed by the University, of current customers. See section 4.8.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, UNC Asheville 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 UNC Asheville:

- a) Total cost to UNC Asheville
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of UNC Asheville's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand UNC Asheville's business requirements and internal operational culture

- g) Particular risk factors such as the security of UNC Asheville'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 UNC Asheville; 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, UNC Asheville will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy UNC Asheville'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 UNC Asheville 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 UNC Asheville 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 [Section 2.5 Proposal Questions](#) above.

Equipment and supplies belonging to the University shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator. The vendor and his/her employees may not use University property, including telephones, for personal use unless given permission by an authorized University representative. Smoking shall not be permitted in any University Building or on University grounds. The vendor shall be issued necessary access key set(s). In no case shall the vendor make duplicates of any University keys.

4.1 PRICING

Proposal price shall constitute the total cost to UNC Asheville 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: PRICING FORM 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 Vendor will submit monthly invoicing for each building and all elevators contained within each building. Electronic invoices can be emailed to acctspayable@unca.edu. Invoices should include, at a minimum: Vendor's Billing Address, Customer Account Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure. Hard copy invoices must be submitted to: Accounts Payable

106 Phillips Hall CPO 1423

One University Heights

Asheville, North Carolina 28804

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 H: CERTIFICATION OF FINANCIAL CONDITION](#). UNC Asheville 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 E: 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 UNC Asheville. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall provide at least three (3) references, using [ATTACHMENT F: CUSTOMER REFERENCE FORM](#), for which it has provided Services of similar size and scope to those proposed herein. The UNC Asheville shall 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 shall be considered in the evaluation of the Proposal.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by UNC Asheville. 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. UNC Asheville will approve or disapprove the requested substitution in a timely manner. UNC Asheville may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, UNC Asheville may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of UNC Asheville under this Contract. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by UNC Asheville. 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).

- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SPECIFICATIONS AND SCOPE OF WORK

The purpose of this Contract is to receive a regular planned maintenance (PM) and testing program on UNC Asheville elevators in accordance with the requirements and specifications herein. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform elevator maintenance & testing services as specifically outlined in this Scope of Work.

All elevators under this Contract shall be maintained in first class operating condition and must comply with all requirements of the current American Standard Safety Code for elevators, ANSI A17.1, ANSI Inspection Manual, ANSI A17.2, and all other applicable laws, regulations, ordinances, codes, etc. Elevators under this Contract shall have required periodic testing performed per North Carolina State guidelines. Attachment 'B' is an inventory list showing all elevators to be covered under this Contract. The scope of this contract shall not be construed to restrict the Owner from taking all action necessary to assure safe, economical operation of all University elevators, nor shall such action remove responsibility from the Vendor.

The following list of work items is merely a guide and does not in any way relieve the Vendor of his responsibility in the proper maintenance of all elevators. Vendor shall accept all elevators in their present condition. Each time work of any kind is accomplished, the Vendor will record such work on an elevator maintenance log maintained in each elevator mechanical room on campus.

5.1 MAINTENANCE TASKS

- a) **Monthly Inspections:** All elevators are to be inspected once per month. A representative from the University Facilities Management department may accompany the Vendor on at least one regular monthly inspection, per elevator, per year. During this monthly inspection, the Vendor shall accomplish all lubrications, adjustments, minor repairs, safety checks, and replacement of defective minor parts and other services as described within these Specifications.
- b) **Annual Inspections:** Annual Inspections will be performed during the summer months after commencement has occurred May thru July on all elevators (see attachment A). It will be the responsibility of the Vendor to coordinate the inspection schedule and obtain its approval as to when inspections are to be completed.
- c) **Lubrications:** All lubricants shall be in accordance with recommendations of the manufacturer of the elevator concerned. Clean, if necessary, and lubricate, if required, according to the following schedule:
 - 1. Monthly Inspection: Sleeve bearings, motor bearings, worm and gear, governor tail sheaves, roller bearings, car door hangers, secondary sheaves, selector segments, guide and counterweight rails, brake pins, selector guides, car door mechanism, retiring cam equalizer, oil buffers, regulator and small contact motors, rheostat and door control

cams and gears, mechanical leveling and stopping switches, guide shoes, car station, mechanical dials, slow-down and limit switches, deflector sheaves and car exhaust fans.

2. Quarterly: Hatch door hangers and closures and wire ropes.

d) **Minor Repair Parts:** Furnish and install as required at no extra cost to the Owner, the following parts or materials as needed:

1. Minor machine, motor generator, and controller parts, including but not limited to worm gears, thrust bearings, commutators, rotating elements hydraulic valves, carbon and copper contacts, controller relays and motor starters, hydraulic oil, indicator lamps, push buttons, operating controls, lead wires from control contacts, controller coils, contact insulation, contact springs, contact holders, motor and generator brushes, door interlock parts, door roller and gibs, door operator and/or pump drive belts, jack packings, counterweight and car roller/slide guides, brake shoes and coils, oils, greases, preservatives, rags, cotton waste, and other similar materials. Vendor shall use only materials recommended by the manufacturer of the elevator concerned. All replacement motors shall be high efficiency type.
2. Vendor shall maintain in stock a reasonable variety and quantity of parts and materials for each elevator so that loss of service time for elevators shall be kept to a minimum.
3. Modernization Versus Repair Work: if a sub component of any elevator becomes obsolete and that replacement part is no longer available, the modern replacement of that new component shall be considered a repair and not a billable modernization.

e) **Regular On-Going Maintenance:**

1. Ride each car; check operation of cam and hatch doors, acceleration, deceleration, floor stops and brake action. Make adjustment/corrections as necessary. Examine all safety devices and governors at each monthly inspection.
2. Replace or repair indicator lights, push buttons, and readouts when they fail.
3. Check tensions of all hoisting cables and equalize same at each monthly inspection. Make all necessary minor adjustments at each inspection, such as correcting errors in leveling, door speeds, compound and smooth approach and departure of each car from the landings.
4. Clean door tracks and door and elevator guide rails at each monthly inspection.
5. Maintain in proper operating condition all push buttons, call stations, annunciators, indicators, and indicator lamps, emergency phone, and all other elevator signals and operating controls at each monthly inspection.
6. Check tension, condition and alignment of drive belts and jack packing on hydraulic units at each monthly inspection.
7. Clean exterior of car, car top, overhead sheaves and hoist way walls and pit as necessary to ensure that there is not an excessive build-up of dirt and dust and that spare or old parts are not stored in the hoist way or on top of the car.
8. Change oil and flush all pump motor/generator, hoist motor and overhead sheave bearings and machine gear cases during the summer months after commencement
9. Perform all required safety tests as they become due (i.e. five-year weight test, hydraulic rupture valve test, annual hydraulic by-pass test, etc.)
 - Upon award of this service contract Vendor shall immediately verify dates which necessary tests were last performed on all elevators and provide the owner with a listing of due dates for all elevator testing.
10. Rupture valve tests requirements shall be verified by Vendor and performed at frequencies designated by the regulatory agency.

11. Disassemble, clean and inspect brake units on all traction elevators at least once per year. This work should be coordinated in such a way as to minimize disruption of service to the Owner. Summer months is preferred after commencement.
12. Blow out and vacuum controller motors and motor generator (MG) sets quarterly.
13. A representative of the Vendor shall accompany the North Carolina Department of Labor (NCDOL) Elevator Inspector at each safety inspection, the frequency of which will be determined by UNC Asheville of North Carolina.
14. In order to assure maximum use of elevators and a minimum shutdown time for emergency repairs, the Vendor shall have and maintain on the job, in metal cabinets furnished by him, a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to, or better than, original manufacturer's parts. Used parts or parts not equal to genuine manufacturer's parts are not acceptable and will not be permitted.

5.2 SPECIAL CONDITIONS

- a) **Tests and Inspections:** The importance of the elevators covered by the agreement and specifications, demand that they be maintained in satisfactory and safe operating condition at all times in accordance with the requirements of these specifications and that they are kept capable of providing their initial maximum performance, capacity, and speed. The University reserves the right to make such tests or cause to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled.
- b) **Accounting:** Vendor will break lump sum Contract into pro rata individual costs per elevator, per quarter, and per year for accounting purposes.
- c) **Addition or Deletion from Units Maintained:** The elevators to be serviced and maintained under this Agreement are specified on the Price Sheet with the individual price; therefore, also designated by the Vendor. Any unit added or deleted by the University from said proposal form will result in an equitable adjustment to the contract price. If added, the price will be negotiated by the parties. If a unit is deleted, the proposed costs then in effect on said individual unit will be prorated over the remainder of the terms of this agreement, and so subtracted from the contractual amount due under this agreement.
- d) **Schedule:** The Vendor shall furnish the University with a written schedule of when major service resulting in down-time will be performed at least thirty (30) days prior to service.
- e) **Routine Maintenance and Service:** The price herein contemplates routine service work and preventative maintenance work to be done during regular working hours on regular working days of the trades involved.
- f) **Overtime:** If overtime work is requested by the University for routine work (routine service work or preventative maintenance) to occur at times other than regular work hours, 8:00am – 5:00pm, Monday through Friday, the Vendor will absorb the hours worked at single time rates, and the University will compensate the Vendor for overtime bonus only at the Vendor's usual overtime rate (base labor rate is considered to be covered under regular services to be provided under the scope of this request for proposal). Emergency call-back service is not considered overtime.
- g) **Emergency Call-back Service:** The Vendor shall furnish unlimited, twenty-four (24) hour call-back service for each elevator without additional cost to the University. Emergency call-back service shall be furnished within ninety (90) minutes after notification. Materials or equipment required for emergency call-back service are to be furnished in the same manner as for regular service herein specified.
 1. Scope of Emergency Call-back Services includes entrapment of individuals, repairs due to equipment malfunction or breakdown, or any other issue that renders elevator unusable.

2. If call is determined by University to be a result of vandalism, the Vendor will absorb the hours worked at single time rates, and the University will compensate the Vendor for overtime bonus hours only at the Vendor's usual overtime rate.
- h) **Move-in Day:** The Vendor will provide one (1) service technician annually to be on campus in a stand-by status for student move-in day at campus residence halls, which is typically August 17 of each year. Elevators experience heavy usage during this time and the technician shall be on stand-by on site to respond to any malfunctions during move-in.
- i) **Report of Vandalism:** The Vendor shall immediately report any and all damages suspected to be a result of vandalism to UNC Asheville Police and a Police report must be filed. A statement may be required to be made by Vendor's agent. Repair tickets and invoices shall also be noted when repairs are made to damaged items that are believed to be a result of vandalism and a Police report shall be attached. Invoices sent for vandalism repairs will not be paid unless a UNC Asheville Police report is attached.
- j) **Repair of damage due to vandalism:** If renewal or repair is required because of vandalism, the Vendor will obtain approval from the University Facilities Director before any repairs are made, providing a written estimate of cost to complete the renewal or repair. Any such repair will be billed separately.
- k) **Fuel Surcharges:** Fuel surcharges shall not be invoiced to University.
- l) **Monthly Service Checks:** Monthly Service Reports shall be submitted electronically to the University representative on approved form within seventy-two (72) hours after servicing is complete. This report shall cover all work done at the time of the servicing.
- m) **Repair Responsibilities:** Vendor shall not be under any obligation hereunder to make any renewals or repairs except those incidentals to the operation of the machinery. Vendor is not required under this Contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by persons other than Vendor or their employees. See item 5.3 i) above regarding reporting and invoicing for vandalism repairs.
- n) **Regulatory Updates:** All requirements written during the contract period by the North Carolina Department of Labor Elevator Division that are the responsibility of the elevator Vendor, shall be completed on or before the abatement date of the report or expiration of the contract period, whichever is less.
- o) **Technical Data and Wiring Diagrams:** Vendor shall provide the University reproducible wiring diagrams and technical data covering all changes, modifications, etc. at the completion of improvements whenever they are made.

5.3 PERFORMANCE REQUIREMENTS

Elevator equipment shall be maintained to preserve the operating characteristics in line with the original design. Should designated authority find, through their own investigation, or that of their representative, that these standards are not being maintained, the Vendor will be given fourteen (14) days' notice to restore the performance to the required level. Failure by the Vendor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the University. The following are performance levels which are a part of the original design and which shall be maintained at all times:

- a) Contract speed of all elevators shall be maintained, and brake flight times shall be maintained as originally installed.
- b) Leveling accuracy of all elevators shall be maintained at all times.
- c) Opening and closing times on all hoistway and car doors shall be maintained within limits of ANSI A17.1 code, yet assuring minimum standing time at each door.
- d) Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal conditions.

- e) Variable car and hall door hold open times shall be maintained in accordance with original designs. Deviations from this will not be permitted.
- f) Elevators operating under Group Supervisory Systems shall operate at all times in accordance with design specifications as originally installed. The Vendor shall be required to periodically test these systems and submit to University test data indicating performance levels of systems and proof that variable and fixed features are operating properly, and all circuits and time settings are properly adjusted.
- g) Emergency fire service operation shall be periodically (minimum quarterly) tested to be sure it is functioning properly, as required by ANSI A17.1 and the North Carolina Building Code.
- h) Spare Parts: To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the successful bidder will be required to have, and maintain on the job, in metal cabinets furnished by him, a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to, or better than original manufacturer's parts/specifications.
- i) Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.
- j) Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

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

5.5 EXTRA WORK

Extra Work: Repairs that do not fall within the scope of this RFP shall be termed extra work. In case of extra work identified during the course of performing regular maintenance & testing, the Vendor shall submit to the University their price covering labor and material for executing the work. This quotation shall include a breakdown of labor and material on the work to be completed. All extra work shall conform to the provisions of this contract and shall be accomplished only after the University has approved the proposal. When emergency repair is necessary, the Vendor shall notify a duly authorized representative of the University (Campus Operations) as to where the emergency services are needed, as soon as possible.

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 ADDITIONAL OR REMOVAL OF UNITS FROM INVENTORY

The elevators to be serviced and maintained under this Agreement are specified in Attachment B Elevator Inventory. Any unit added to or deleted from the Inventory by the University will result in an equitable adjustment to the contract price. If added, the price will be negotiated by the parties. If a unit is removed from the Inventory, the proposed costs then in effect on said individual unit will be prorated over the remainder of the terms of this agreement, and so subtracted from the contractual amount due under this agreement.

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6.2 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to UNC Asheville a contract manager. The contract manager shall be UNC Asheville'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 UNC Asheville for customer service. The customer service point of contact shall be UNC Asheville's point of contact for customer service-related issues (define roles and responsibilities).

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

6.3 POST AWARD PROJECT REVIEW MEETINGS

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

6.4 CONTINUOUS IMPROVEMENT

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

6.5 STATUS REPORTS

UNC Asheville reserves the right to request periodic status reports from Vendor. Reports shall include, at a minimum, information concerning any required repairs, out-of-service periods for any elevators. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and/or, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.6 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.

UNC Asheville 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 UNC Asheville 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 UNC Asheville may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the UNC Asheville, at the option of the UNC Asheville, for up to _____ months (maximum six months) to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the UNC Asheville or its designees. If the UNC Asheville exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The UNC Asheville shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 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 UNC Asheville's Contract Manager for resolution. Any claims by the UNC Asheville 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.

6.9 CONTRACT CHANGES

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

6.10 USE OF THIS CONTRACT BY THE UNC SYSTEM

By entering into an agreement with UNC Asheville as a result of this Request for Proposals, Vendor agrees to honor the prices, terms, and conditions of this agreement with any other University of North Carolina institution, including any of the 17 University of North Carolina constituent institutions and University of North Carolina General Administration, at that University of North Carolina institution's option, in a separate, written agreement between Vendor and the other University of North Carolina institution. Should another University of North Carolina institution choose to enter into a separate agreement with Vendor with terms similar or identical to an agreement resulting from this Invitation for Bids/Request for Proposals, UNC Asheville shall not be responsible for payments or other obligations contained in that separate agreement.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

UNC Asheville Elevator Maintenance Cost Break-out. Please review [section 4.1](#).

BUILDING NAME	ANNUAL COST	X3 =	<u>INITIAL 3 YR TERM COST</u>
1. Brown Hall – Passenger	\$	X3 =	\$
2. Brown Hall - Service	\$	X3 =	\$
3. Carmichael Hall	\$	X3 =	\$
4. Founders Hall - Passenger #1	\$	X3 =	\$
5. Founders Hall – Passenger #2	\$	X3 =	\$
6. Governors Hall – Passenger #1	\$	X3 =	\$
7. Governors Hall – Passenger #2	\$	X3 =	\$
8. Highsmith Center	\$	X3 =	\$
9. Justice Gym Center	\$	X3 =	\$
10. Karpen Hall	\$	X3 =	\$
11. Lipinsky Hall	\$	X3 =	\$
12. Magnolia Hall	\$	X3 =	\$
13. Mills Hall	\$	X3 =	\$
14. Owen Hall	\$	X3 =	\$

15. Overlook Hall	\$	X3 =	\$
16. Pisgah House	\$	X3 =	\$
17. Ramsey Library	\$	X3 =	\$
18. Reuter Center	\$	X3 =	\$
19. Rhoades Hall	\$	X3 =	\$
20. Robinson Hall	\$	X3 =	\$
21. Sam Millar	\$	X3 =	\$
22. Sherrill Center – Passenger #1	\$	X3 =	\$
23. Sherrill Center – Passenger #2	\$	X3 =	\$
24. Sherrill Center – Passenger #3	\$	X3 =	\$
25. Sherrill Center – Passenger #4	\$	X3 =	\$
26. South Ridge	\$	X3 =	\$
27. Student Recreation Center	\$	X3 =	\$
28. West Ridge	\$	X3 =	\$
29. Whitesides Hall	\$	X3 =	\$
30. Zageir Hall	\$	X3 =	\$
31. Zeis Hall	\$	X3 =	\$
32. Aspen Hall	\$	X3=	\$
33. Beech Hall	\$	X3=	\$
34. Cedar Hall	\$	X3=	\$
35. Magnolia Hall	\$	X3=	\$

36. Willow Hall	\$	X3=	\$
INITIAL 3-YEAR GRAND TOTAL:			\$

1. PERCENTAGE INCREASES FOR OPTIONAL YEARS FOUR & FIVE (see [Section 4.1](#))

Year four (4) _____% ☐ increase ☐ decrease ☐ no change

Year five (5) _____% ☐ increase ☐ decrease ☐ no change

2. HOURLY RATES FOR EXTRA WORK (see [Section 4.1](#)):

Regular working hours: \$_____ per hour (one (1) mechanic)

Regular working hours: \$_____ per hour (mechanic & helper)

Overtime-working hours: \$_____ per hour (one (1) mechanic)

Overtime-working hours: \$_____ per hour (mechanic & helper)

Sundays and Holidays: \$_____ per hour (one (1) mechanic)

Sundays and Holidays: \$_____ per hour (mechanic & helper)

Proposal price shall constitute the total cost to UNC Asheville for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

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ATTACHMENT B: ELEVATOR INVENTORY AS OF JUNE 2023

Building	Type	Manufacturer	Designation	Stops	Capacity (lbs.)
1. Aspen Hall	MRL	Kone	Passenger	4	3500
2. Beech Hall	MRL	Kone	Passenger	4	3500
3. Brown Hall	Hydraulic	Dover	Passenger	3	2500
4. Brown Hall	Hydraulic	Dover	Service	3	4000
5. Carmichael Hall	Hydraulic	Dover	Passenger	2	2000
6. Cedar Hall	MRL	Kone	Passenger	4	3500
7. Founders Hall	Traction	US Elevator	Passenger #1	7	2000
8. Founders Hall	Traction	US Elevator	Passenger #2	7	2000
9. Governors Hall	Hydraulic	Thyssen Krupp	Passenger #1	4	2500
10. Governors Hall	Hydraulic	Thyssen Krupp	Passenger #2	4	2500
11. Highsmith Center	Hydraulic	Schindler	Passenger	3	2500
12. Justice Gym Center	Hydraulic	Thyssen Krupp	Passenger	2	2500
13. Karpen Hall	Hydraulic	Southern Elevator	Passenger	4	3500
14. Lipinsky Hall	Hydraulic	General Elevator	Passenger	3	2000
15. Magnolia Hall	MRL	Kone	Passenger	4	3500
16. Mills Hall	Hydraulic	Southern Elevator	Passenger	4	2500
17. Owen Hall	Hydraulic	Otis	Passenger	3	2000
18. Overlook Hall	MRL	Kone	Passenger	6	4000
19. Pisgah House	Hydraulic	Garaventa	LULA	2	750
20. Ramsey Library	Hydraulic	Asheville Elevator	Passenger	3	3000
21. Reuter Center	Hydraulic	Kone	Passenger	3	3500
22. Rhoades Hall	MRL	Kone	Passenger	4	2000
23. Robinson Hall	Hydraulic	Asheville Elevator	Passenger	4	3500
24. Sam Millar Complex	Hydraulic	Otis	Passenger	2	2100
25. Sherrill Center	Hydraulic	Schindler	Passenger #1	2	3500
26. Sherrill Center	Hydraulic	Schindler	Passenger #2	3	3500
27. Sherrill Center	Hydraulic	Schindler	Passenger #3	2	5000
28. Sherrill Center	Hydraulic	Schindler	Passenger #4	2	3500
29. South Ridge Hall	Hydraulic	Northern Elevator	Passenger	3	2500
30. Student Rec. Center	Hydraulic	US Elevator	Passenger	2	2500
31. Westridge Hall	Hydraulic	Dover	Passenger	3	2500
32. Whitesides Hall	Hydraulic	Schindler	Passenger	3	2500
33. Willow Hall	MRL	Kone	Passenger	4	3500
34. Zageir Hall	Hydraulic	US Elevator	Passenger	2	2500
35. Zeis Hall	Traction	Thyssen Krupp	Passenger	5	5000

ATTACHMENT C: INSTRUCTIONS TO VENDORS

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT D: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT F: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

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