

## **STATE OF NORTH CAROLINA**

**The University of North Carolina at Pembroke**

**Invitation for Bid #: 71-Q2024-18**

**Safety and Security Film Installation**

**Date of Issue: Thursday, April 10, 2025**

**Bid Opening Date On eVP: April 28, 2025**

**At 03:00 PM ET**

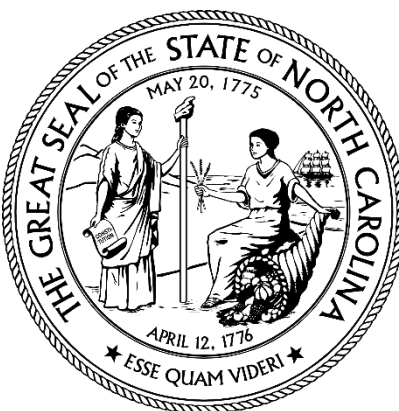
**Direct all inquiries concerning this IFB to:**

Tommy McKenzie

Purchasing Specialist

Email: [Tommy.Mckenzie@UNCP.Edu](mailto:Tommy.Mckenzie@UNCP.Edu)

Phone: (910) 521-6349



## STATE OF NORTH CAROLINA

### Invitation for Bid # 71-Q2024-18

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For internal State agency processing, including tabulation of bids, 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 bid.  
Failure to do so may subject your bid to rejection.**

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Vendor Name

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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>

*[If only accepting bids through the electronic Vendor Portal (eVP):]  
Electronic responses ONLY will be accepted for this solicitation.*

**STATE OF NORTH CAROLINA**  
***The University of North Carolina at Pembroke***

Refer <u>ALL</u> Inquiries regarding this IFB to: Tommy McKenzie (910) 521-6349	Invitation for Bid #: 71-Q2024-18
	Bids will be publicly opened eVP: Monday April 28, 2025 3:00 pm
Using Agency: The University of North Carolina at Pembroke	Commodity No. and Description: 30141500 THERMAL INSULATION
Requisition No.:	

**EXECUTION**

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid 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 bid, 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 IFB, 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 IFB, 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 bid, 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 bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids 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:

Bid Number: 71-Q2024-18

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

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred-twenty 120 days from date of bid opening, unless otherwise stated here: 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 IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, 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 at Pembroke)**

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## 1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to furnish, deliver and install Safety and Security Film for the University of North Carolina at Pembroke.

The University of North Carolina at Pembroke (UNC Pembroke) was founded in 1887 as a school for the education of American Indians, The University of North Carolina at Pembroke now serves a distinctly diverse student body and encourages inclusion and appreciation for the values of all people. UNC Pembroke exists to promote excellence in teaching and learning, in bachelor’s, master’s and professional doctoral degrees, in an environment of free inquiry, interdisciplinary collaboration, and rigorous intellectual standards.

The intent of this solicitation is to award an Agency Specific Contract.

## 2.0 GENERAL INFORMATION

### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 NOTICE TO VENDORS REGARDING IFB 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 IFB 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 IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid 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 IFB 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 during negotiations 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 bid as nonresponsive.**

### 2.3 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	Thursday, April 10, 2025
Urged and Cautioned Site Visit	State	Tuesday, April 15, 9:30 am

Submit Written Questions	Vendor	Friday, April 18, 2025, 2:00 pm
Provide Response to Questions	State	Tuesday, April 22, 2025, 4:00 pm
Submit Bids	Vendor	Monday 28, 2025, 5:00 pm- eVP
Contract Award	State	TBD

**2.4 URGED AND CAUTION SITE VISIT**

Date: Tuesday, April 15, 2025  
 Time: 9:30 AM Eastern Time  
 Location: One University Drive  
 Auxiliary Bldg. Conference Room  
 Pembroke, NC, 28372  
 Contact #: 910-521-6349  
 Contact: Tommy McKenzie  
[Tommy.mckenzie@uncp.edu](mailto:Tommy.mckenzie@uncp.edu)  
 Campus Map: <https://www.uncp.edu/about/campus-map>

**Instructions:** Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory site visit is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of this compliance, and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB. Only two (2) representatives are allowed to attend the site visit. Times can be scheduled for measuring.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

**2.5 BID QUESTIONS**

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

Written questions shall be emailed to [tommy.mckenzie@uncp.edu](mailto:tommy.mckenzie@uncp.edu) by the date and time specified above. Vendors should enter “IFB # 71-Q2024-18: Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

**2.6 BID 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 bid has been received as described in this IFB by the

specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

## eVP

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

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB 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 IFB and all Addenda thereto.

## 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB 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 bid, in the State's sole discretion.

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

- a) Cover Letter, which must include all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (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 Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor's Response. Provide Contract Manager Section 6.1, 4.11 AUTHORIZED RESELLER, 4.12 WARRANTY
- f) Completed version of ATTACHMENT A: PRICING FORM
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

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

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 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 responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB 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 bids received.

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB 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 bid to this IFB, 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 bid 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State’s eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid 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 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 IFB, 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

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. 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 bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

### **4.1 PRICING**

Bid 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: PRICING FORM and include in Vendor’s response.

### **4.2 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency 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 Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

### **4.3 PRODUCT IDENTIFICATION**

#### **MAKE AND MODEL**

Manufacturer’s name and model/catalog numbers used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

unctional, operational, organizational, and conformational equivalence of the bid item to the identified item.

**4.3 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

**4.4 DELIVERY AND INSTALLATION:**

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

**Vendor should complete installation no later than June 20, 2025, after receipt of purchase order.**

**The University of North at Pembroke  
One University Drive  
Pembroke NC 28372-1510**

**Availability of the vendor to complete the work within the required time frame June 20, 2025**

Provide the curing time for each film offered.

For completion by Vendor: Delivery will be made from \_\_\_\_\_ (city, state) within \_\_\_\_\_ consecutive calendar days after receipt of purchase order.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use. Use of State’s dumpsters will not be allowed.

**4.5 DELIVERY, INSTALLATION & STORAGE**

It shall be the responsibility of the Vendor to make all arrangements for delivery, unloading, receiving and storing materials on site during installation. UNCP will not assume responsibility for receiving these materials. The Vendor shall check with the UNCP Authorized Representative and make necessary arrangements for security and storage space on site during installation.

**4.6 WORK SITE DAMAGES:**

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the State’s satisfaction at the Vendor’s sole expense.

**4.7 DESCRIPTIVE LITERATURE/CERTIFICATION**

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid.

1. Technical specifications for each security window film submitted for consideration, as well as technical specifications for the caulking / glazing to be used.
2. Information explaining, including diagram, of the caulking / glazing anchoring system to be used in conjunction with the security window film.

**4.8 QUALITY ACCEPTANCE INSPECTION**

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to ensure compliance with the contract requirements and specifications.

**INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED, AND THE GOODS ACCEPTED.**

**4.9 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.

**4.10 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 IFB 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.

**4.11 REFERENCES**

Vendor shall provide at least 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 Bid.

- 1. List of large-scale window film installation projects completed by the vendor.

**4.12 AUTHORIZED RESELLER**

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

Vendor is the:  Manufacturer  Dealer  Reseller  Distributor

Authorized:  Yes  No Attached Manufacturer’s Authority:  Yes  No

**WARRANTY**

- 2. Manufacturer’s standard warranty shall apply. Vendors shall include a copy of the manufacturer’s standard warranty with the bid response. Provide a copy of all warranties related to security window film, caulking/glazing, and installation.

**4.14 BACKGROUND CHECKS**

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

**4.15 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 bid 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.

**4.16 VENDOR'S REPRESENTATIONS**

If Vendor's bid 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.

**4.17 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

**5.0 SPECIFICATIONS**

The contractor agrees to provide and install **3M or substantially equivalent** security window film to glass windows and doors on our campus.

The purpose of the security window film is to provide an additional security layer to campus buildings. The security window film is intended to maintain the integrity of the glass window within the window frame when broken. The security window film is intended to prevent the window from separating from the window frame. The purpose of the security window film is to delay an intruder from entering a building or room by breaking the window glass and attempting to break or tear the glass in order to reach through the glass or by attempting to remove the glass from the window frame.

**5.1 SPECIFICATIONS**

**A. REQUIRED MATERIALS:**

Item #	MINIMUM SPECIFICATIONS	Product/Service Offered Meets Specification
1	Quantity <b>42,000 SQFT with 3M Ultra 800</b> or substantially equivalent security window film installed on windows and doors on 33 Buildings – <b>ZONE 1, 2 &amp; 3.</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Quantity of approximately 58,400 LFT of industry standard caulking/glazing to prevent the glass from separating from frame – <b>ALL ZONES</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Quantity of LFT of additional anchoring system if needed for anchoring - <b>ALL ZONES</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Alternate Quantity 18,500 SQFT 3M S2400 or substantially equivalent security window film Safety & Security Film offering better protection – <b>ZONE 1.</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Quantity of approximately 25,300LFT of industry standard caulking/glazing to prevent the glass from separating from frame. <b>ZONE 1</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	<b>Alternate Quantity 23,500 SQFT with 3M Ultra 800</b> or substantially equivalent security window film installed on windows and doors on 33 Buildings – <b>ZONES 2 &amp; 3</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Quantity of approximately 33,000LFT of industry standard caulking/glazing to prevent the glass from separating from frame. <b>ZONES 2 &amp; 3 - 3M Ultra 800</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
8.	<p>Designed to be installed on standard thickness window glass that currently exists within interior and exterior windows and doors.</p> <p>Designed to maintain the structural integrity of the glass within the frame of the window, preventing flying glass and preventing the glass from separating from the frame.</p> <p>Designed to prevent the removal of glass from the window frame when the glass has been penetrated by bullets or other penetrating objects.</p> <p>Designed to delay an intruder attempting to enter a space by means of striking the glass with objects, breaking or tearing a hole into the glass in order to enter through or reach through the glass in order to gain entry.</p> <p>Strong bonding adhesive to ensure long-lasting durability in bonding of film to window and within layers of film, if applicable.</p> <p>Block at least 99% of the sun’s UV rays and protect against fading and degradation but maintains a clear appearance without significant tinting or distortion.</p> <p>Scratch resistant protective coating, which does not cause significant tinting or distortion.</p> <p>Installed using industry standard caulking / glazing appropriate for the</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

	<p>selected security window film, per the window film manufacturer’s recommendations.</p> <p>Installed using industry standard caulking / glazing application / anchoring process / techniques to prevent the film from separating from the glass and to prevent the glass from separating from the window frame.</p> <p>Information explaining, including diagram, of the caulking / glazing anchoring system to be used in conjunction with the security window film.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
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**B. WORKING DAYS AND HOURS**

Normal Business hours 8-5, Monday-Friday and weekends as needed.

**C. Installation Locations / Zones**

Campus Map: <https://www.uncp.edu/about/campus-map>

**D. UNC Pembroke has identified three (3) zones for the application of security window film application. The zones are defined as:**

1. Zone 1: Exterior Entry Way Doors and Windows – includes glass in exterior doors, and glass within ten (10) feet on each side of the door(s), from the bottom of the glass to the height of the doorway.
2. Zone 2: Non-entry way Exterior Glass – includes all exterior glass windows on the ground level or below ground level, from the bottom of the glass to the height of seven feet (7 ft.).
3. Zone 3: Interior Classroom Door Window Glass – glass windows in classroom doors.

**E. Quotes:**

Vendors will include all materials and labor for the complete installation of the security window film in accordance with industry standards and manufacturer’s recommendations.

- for security window film will be based on price per square foot.
- for caulking / glazing anchoring systems will be based on price per linear foot.

There are thirty-three (33) buildings included in this project.

**5.2 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

**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

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:	

### 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 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.

## **6.5 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 made through the contract administrator.

## **TAXES**

No taxes shall be included in any bid prices.

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**ATTACHMENT A: PRICING FORM**

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	42,000	Sq.Ft.	Furnish Window Film installed on windows and doors on 33 Buildings – ZONE 1, 2 & 3.  MFR.: 3M or Substantially Equivalent. Model #: Ultra 800 Make: _____ Model: _____	\$ _____	\$ _____
2	23,500	LFT.	All material caulking / glazing anchoring systems will be based on price per linear foot to complete the project <b>for ZONE 1, 2 &amp; 3</b>	\$ _____	\$ _____
3	18,500	Sq.Ft.	Alternate Quantity to Furnish Window Film for ZONE 1.  MFR.: 3M or Substantially Equivalent. Model #: Ultra S2400 Make: _____ Model: _____	\$ _____	\$ _____
4	25,300	LFT	All material caulking / glazing anchoring systems will be based on price per linear foot to complete the project <b>for ZONE 1</b>	\$ _____	\$ _____
5	33,000	LFT	Industry standard caulking/glazing to prevent the glass from separating from frame. ZONES 2 & 3	\$ _____	\$ _____
6	1	Lot	All necessary Labor to complete the entire project for ALL 33 Buildings.	\$ _____	\$ _____

**TOTAL BID AMOUNT: \$ \_\_\_\_\_**

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**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-Instructions-to-Vendors\\_09.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf)<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

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

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

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link: <https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

<https://ncadmin.nc.gov/media/15503/open>

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**ATTACHMENT F: 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://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

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