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**STATE OF NORTH CAROLINA**

**Western Carolina University**

**Request for Proposal #: 73-RFP-00716**

**Facility Condition Assessment Services and Capital Planning**

**Date of Issue: 11/25/24**

**Proposal Opening Date: 1/06/2025**

**At ­­­ 2:00PM ET**

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

John Hamm

Purchasing Specialist

Email: Jahamm@wcu.edu

Phone: 828-227-7203



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**73-RFP-00716**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor eVP#

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

|  |  |
| --- | --- |
| **STATE OF NORTH CAROLINA**  ***Division of* Western Carolina University** | |
| **Refer *ALL* Inquiries regarding this RFP to:**  ***John Hamm***  ***Purchasing Department***  ***Western Carolina University***  **Phone: 828-227-7203**  **Fax: 828-227-7444**  **Email:** [**Jahamm@wcu.edu**](mailto:Jahamm@wcu.edu) | **Request for Proposal #: 73-RFP-00716** |
| **Proposals will be publicly opened: 1/06/2025 at 2:00pm** |
| **Using Agency: Western Carolina University** | **Commodity No. and Description:**  Facility Condition Assessment (FCA) services and Capital Planning Management Software |
| **Requisition No.:** |

**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** andthe **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 180 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 Western Carolina University)** |

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# PURPOSE AND BACKGROUND

Western Carolina University is seeking a Facility Condition Assessment (FCA) service, Capital Planning, and Management software. This FCA will help Western Carolina University assess the condition of its buildings across campus and prioritize repairs to the buildings. This will help prolong the life of theses state assets.

In order for Western Carolina University to ensure an independent understanding of the condition of the entire portfolio, as well as avoid perceived or real conflict of interests, firms that perform the assessments (including subcontractors) will not be eligible for any repair, remediation and renewal work. This includes parent and associated subsidiary organizations.

The intent of this solicitation is to award an Agency Contract

1.1 CONTRACT TERM

The Contract shall have an initial term of one year, beginning on the date of final Contract execution or the “Effective Date” whichever is later. The Vendor shall begin work under the Contract within 90 business days of the Effective Date.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than *90* days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

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

# GENERAL INFORMATION

**Proposals must be submitted electronically at:** [**https://wcu.bonfirehub.com/opportunities/27852**](https://wcu.bonfirehub.com/opportunities/27852)

**Export Control Classification Number:  To the best of the bidder’s knowledge does the item(s) being bid have Export Control Classification Numbers (ECCN) associated with it?   Yes:  \_\_\_\_\_\_\_\_    No: \_\_\_\_\_\_\_\_\_**

**If you answered yes to the above question, please provide the Export Control Classification Number:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## 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.

## NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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

## RFP SCHEDULE

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

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | State | 11/25/24 at 10:00 pm ET |
| Hold Pre-Proposal Meeting/Site Visit | State | 12/05/24 and 12/06/24 starting at 8:30 am ET |
| Submit Written Questions | Vendor | 12/9/24 by 10:00 am ET |
| Provide Response to Questions | State | 12/10/24 by 10:00 am ET |
| Submit Proposals | Vendor | 01/06/25 by 2:00pm ET |
| Contract Award | State | TBA |

## SITE VISIT or PRE-PROPOSAL CONFERENCE

**There will be Two Mandatory** Site Visits

Date: 12/05/2024 and 12/06/2024

Time: 8:30am Eastern Time

Location: 3344 Old Cullowhee Rd

Cullowhee NC 28723

In front Office

Contact #: 828-227-7203

**Instructions**: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR 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. It is only required for vendors to attend one of the site visits.

**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.

## 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 [*Jahamm@wcu.edu*](mailto:Jahamm@wcu.edu)by the date and time specified above. Vendors should enter “RFP # *73-RFP-00716* 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, 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*](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.

## 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.

**Proposals must be submitted electronically at:**

**https://wcu.bonfirehub.com/opportunities/27852**

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 Bonfire 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.

## PROPOSAL CONTENTS

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

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

1. 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.
2. Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
3. Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
4. Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
5. 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.]*
6. Completed version of ATTACHMENT A: PRICING
7. Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
8. Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
9. Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
10. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 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

Relevant definitions for this RFP 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 RFP:

FCA – Facility Condition Assessment

CPMS – Capital Planning and Management System

# METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

## METHOD OF AWARD

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

While the intent of this RFP is to award a Contract(s) to a single Vendor, 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 RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

## 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 COMMUNICTIONS 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.

## PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award.. 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.

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

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

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

## EVALUATION CRITERIA

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

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h).  The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.  The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer.  By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:**  Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach
2. Vendor Qualifications
3. Vendor Experience
4. Pricing

## PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

## INTERPRETATION OF TERMS AND PHRASES

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

# **REQUIREMENTS**

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

**Proposals must be submitted electronically at:**

**https://wcu.bonfirehub.com/opportunities/27852**

The Vendor will visually inspect all the assets in the project's scope to assess the remaining lifecycle of major asset systems listed in specification section of this bid and identify deferred maintenance requirements. Requirements are conditional, operational and system replacement needs, all relating to the system lifecycle. Each requirement must be individually classified by priority, requirement category (cause of issue), asset system, inspector, and cost, thereby allowing for multiple queries and data analyses.

Data analysis should include locations, asset number, name, date of construction, number of floors, gross area, uses, Types of heating and cooling systems, site maps, principal asset activities, and outstanding asset code violations.

The assessment should include the following systems for type and existing conditions:

* Building exterior systems: roofs, walls, window systems, exterior doors, and structural components
* Building interior systems: walls, doors, floors and ceilings
* Linear systems
* Adherence to industry standards such as ASTM E 2018-01, Uniformat II, and BOMA
* Nature and source of any asset cost data used during the process, with Western Carolina University’s preference being RSMeans
* Heating, ventilation and air conditioning, controls and instrumentation, special equipment
* Electrical service and distribution
* Lighting and branch wiring
* Communications and security
* Plumbing
* Fire protection
* Elevators

Photos shall be taken to identify the major asset systems and later imported and linked to assets in the Capital Planning and Management System (CPMS) application.

Data defining the results of the survey must be entered into the CPMS application. A separate record must be created for each asset surveyed. Assets shall be defined as buildings and linear elements.

**Vendors Experience should meet the following requirements:**

Vendors are to provide the resumes of the Key Team Members only. Assessment consultant professionals assigned to this project must average at least 10 years of experience in their respective disciplines (Architectural, Mechanical, and Electrical).

The Vendor should discuss the skills and expertise, knowledge and experience, and professional qualifications of each Key Team Member who will be assigned to the project. Responses should focus on experience providing similar or identical services to those described in the RFP.

**Team Requirements**

The Vendor will determine the overall make-up and number of resources for their facility assessment team or teams; however, WCU requires that the Vendor:

* Designate a single, dedicated Project Manager who has overall responsibility for all Assessments
* Designate dedicated Team Leads for each Facility Assessment Team who has overall responsibility for the FCA(s) provided by the Team and reports to the Project Manager
* Ensure each Facility Assessment Team has an adequate number and type of discipline expertise (i.e., architectural, mechanical, electrical, etc.) appropriate for the facility or site and systems being assessed
* Ensure that all other resources provided by the Vendor are properly trained, qualified (holding all appropriate professional designations), and experienced to conduct Facility Condition Assessments
* The Project Manager will act as the Vendor’s overall lead. This person will direct and coordinate the project and ensure the completion of all activities related to the FCAs. This role will require an individual with considerable expertise and experience in delivering the requested services.
* All resources on a Facility Assessment Team(s) will be qualified technical personnel. These staff will be capable of effectively interpreting existing facility.

**Vendors CPMS must meet the following requirements:**

* Provide Western Carolina University with the capability to continually update all data, manage deferred maintenance reduction, and predict future capital renewal
* Be capable of attaching photos, documents, and CAD drawings
* Built-in Business Intelligence reporting tool
* Include a cost estimating system embedded within the overall software, which uses costs based on RSMeans, including local City Costs indices and integrated annual cost updates
* Support multiple building types and site assets
* Be able to prioritize requirements and/or projects based on both condition and non-condition data
* Support mobile data collection devices/technology
* Must be web-browser based
* Must support unlimited read/view users and be able to accommodate 300+ concurrent users with read, write and edit capabilities at the same time
* Provide an easy-to-use interface for adding users and granting viewing and editing privileges for eligible facilities based upon access rights by log on and password
* Include a searchable and browsable online help system
* Be able to generate a Facility Condition Index (FCI) and System Condition Index (SCI) that follow recognized industry standards; the information included in the calculation must be adjustable by software configuration
* Be able to generate multi-level financial modeling based on the deferred maintenance backlog, capital renewal needs, and selected time frame
* Be capable of analyzing and projecting funding for time periods up to 100 years
* Provide unlimited user-modifiable fields, including the ability to create drop-down lists
* Be able to import and export all data
* Provide a user-friendly internal report generator with library of built-in reports that support a strategic approach to asset management; must have the ability to print (.pdf) or export to Excel or other file formats
* Be able to create ad-hoc reports with an internal report writer and/or querying functionality to export data from the system to other standard file formats
* Must support multiple “what if” funding scenarios
* Provide the functionality to create any number of multi-year Capital Budget Scenarios based on organization-wide priorities and strategies; the prioritization process must be accomplished using project ranking through an Analytical Hierarchy Process (AHP) methodology approach such as pair-wise analysis, with Factors and Criteria selected by the user

**CPMS Training:**

Western Carolina University requires a structured training program to be conducted for approximately 8 employees in all aspects of the software functionality, including updating information and generating reports based on various budget options. Please describe:

* Your formal user training program
* The type of courses you offer and their duration
* The level of training recommended
  1. **PRICING**

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: 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.

* 1. **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.**

* 1. **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.

* 1. **HUB PARTICIPATION**

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

* 1. **VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications 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.

* 1. **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 Proposal.

* 1. **BACKGROUND CHECKS**

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

**4.7.1 GENERAL INFORMATION**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

1. Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
2. The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
3. A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor’s criminal checks.
4. When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work.  Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
5. **The State** may require the Vendor to exclude the Vendor’s employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
6. **Additionally, the State may use** [The North Carolina Department of Public Safety Offender Public Information](https://webapps.doc.state.nc.us/opi/offendersearch.do?method=view) **or similar Services to conduct additional background checks on the Vendor’s proposed employees.**

**4.7.4 DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

1. A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
2. Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
3. A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
4. Background checks consisting of:
5. Original unaltered criminal background check from the organization providing the background check.
6. The background check provider’s company name, company mailing address, and contact phone numbers.
7. The full name of the individual, which matches the government issued photo ID.
8. The current address of individual being checked.
9. The date the criminal background check search was conducted.

**4.7.5 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES  NO

* 1. **PERSONNEL**

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

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

* 1. **VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecom­munications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

* 1. **QUESTIONS TO VENDORS**

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

*What Property Conditions Assessment guidelines are used?*

*What software is used for the CPMS?*

* 1. **AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

Small Purchases

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

Contract value in excess of $1,000,000.00

1. **SPECIFICATIONS AND SCOPE OF WORK**
2. **GENERAL**

* Comprehensive Facility Condition Assessments (FCA)
* Vendor will provide qualified and experienced assessment team(s) to complete comprehensive FCAs for selected in-scope facilities noted in Exhibit A.
* Capital Planning and Management Software (CPMS)
* The respondent shall provide a scalable, web-based capital asset planning and management software product that will enable Western Carolina University to manage information about facility assets and will provide tools for evaluating capital needs and creating capital projects, plans, and multi-year budgets and populate the information collected through the FCA services into the software.
* Value-Added Supplemental Services
* Vendor must be able to demonstrate experience in providing ongoing capital planning support through the delivery of professional consulting services that can be provided on an “as, if, and when” requested basis or through the provision of an ongoing capital planning program. Vendor must have dedicated resources to deliver this support and must be able to provide examples. Vendor should also provide other value-add options which, based on Vendor experience, they would recommend to enhance Western Carolina University’s capital planning program.

1. **SPECIFICATIONS**

Assets to be inspected and square footage of each building as follows:

|  |  |  |
| --- | --- | --- |
| Building Name | Sq.foot | Construction Year |
| A.K. HINDS UNIVERSITY CENTER | 85873 | 1968 |
| ALBRIGHT – BENTON RESIDENCE HALL | 76720 | 1962 |
| ALLEN RESIDENCE HALL | 165613 | 2019 |
| ALUMNI TOWER | 1002 | 1989 |
| APODACA SCIENCE BUILDING | 183419 | 2021 |
| AUTOMOTIVE MAINTENANCE BUILDING | 1567 | 1985 |
| BALSAM RESIDENCE HALL | 118909 | 2010 |
| BELK ARTS COMPLEX | 109859 | 1971 |
| BIRD ALUMNI HOUSE | 1560 | 1940 |
| BIRD BLDG | 14956 | 1960 |
| BLACK ROCK HALL | 85727 | 2022 |
| BLUE RIDGE RESIDENCE HALL | 115588 | 2010 |
| BREESE | 20688 | 1940 |
| BROWN HALL | 64392 | 1960 |
| BUCHANAN RESIDENCE HALL | 39285 | 1959 |
| CENTER FOR APPLIED TECHNOLOGY | 27999 | 2003 |
| CHANCELLORS GARAGE | 663 | 1954 |
| CHANCELLOR’S RESIDENCE | 6912 | 1954 |
| CHEMICAL STORAGE AT MAINTENANCE BLDG | 845 | 1977 |
| CHILDRESS FIELD DUGOUTS, STORAGE, BAT CAGE | 1632 | 1988 |
| CONNECTING CORRIDOR FOR HUNTER-STILLWELL | 1634 | 1953 |
| CORDELLIA CAMP | 76883 | 1963 |
| CORDELLIA CAMP ANNEX | 4806 | 1963 |
| CODILLA CAMP GYMNASIUM | 14929 | 1963 |
| COULTER BUILDING | 81403 | 1978 |
| COURTYARD DINING HALL | 53000 | 2009 |
| E.J. WHITMIRE STADIUM EAST SIDE | 4310 | 1974 |
| E.J. WHITMIRE STADIUM WEST SIDE | 8006 | 2003 |
| E.J. WHITMIRE STADIUM TICKET BOOTHS | 240 | 1981 |
| FACILITIES SUPPORT BUILDING | 5826 |  |
| FIBERGLASS GREENHOUSE NO.1 | 1283 | 1975 |
| FINE & PERRORMING ARTS CENTER | 128465 | 2004 |
| FORSYTH BUILDING | 70464 | 1970 |
| GREENHOUSE NO.2 | 1350 | 1984 |
| GROUNDS MAINTENANCE BLDG | 9101 | 1952 |
| GUEST HOUSE | 1750 | 1941 |
| H.F. ROBINSON ADM.BLDG | 74025 | 1979 |
| HARRILL RESIDENCE HALL | 77296 | 1971 |
| HEALTH & HUMAN SCIENCES BUILDING | 159767 | 2012 |
| HENNON BASEBALL STADIUM | 1470 | 1990 |
| HOOPER HOUSE U-CLUB | 2467 | 1951 |
| HUNTER LIBRARY | 156577 | 1953 |
| JORDON-PHILIPS FIELD HOUSE | 10432 | 1974 |
| JUDACULLA RESIDENCE HALL | 103443 | 2004 |
| KILLIAN ANNEX BLDG | 26315 | 1968 |
| KILLIAN ED & PSY | 51658 | 1967 |
| LISTON B. RAMSEY ACTIVITIES CENTER | 191127 | 1987 |
| MADISON RESIDENCE HALL | 31042 | 1940 |
| MCKEE | 58102 | 1940 |
| NOBLE RESIDENCE HALL | 117354 | 2016 |
| NORTON ROAD RESIDENCE HALL | 74270 | 2005 |
| NURSERY HEADHOUSE | 1062 | 1989 |
| OLD STUDENT UNION | 7735 | 1940 |
| PHYSICAL PLANT | 8890 | 1974 |
| PICNIC AREA TOILET | 150 | 1984 |
| PICNIC PAVILLION (HIGHWAY 107) | 1020 | 1984 |
| PRESS BOX | 245 | 1991 |
| PRINT SHOP/MAIL ROOM | 4800 | 1968 |
| REID | 96442 | 1956 |
| REYNOLDS RESIDENCE HALL | 65646 | 1953 |
| ROBERTSON RESIDENCE HALL | 23644 | 1932 |
| SHINING ROCK HALL | 102369 | 2022 |
| SOFTBALL COMPLEX | 3127 | 2005 |
| STEAM PLANT | 23573 | 2022 |
| STILLWELL | 120117 | 1952 |
| STUDENT RECREATION CENTER | 75004 | 2008 |
| TELECO HUT #1 | 349 | 2018 |
| TELECOM HUT #3 | 312 | 2020 |
| TELECOM HUT #2 | 312 | 2020 |
| TRACK, TENNIS, SOCCER FACILITY | 5891 | 2005 |
| UNIVERSITY AUDITORIUM | 18240 | 1940 |
| VILLAGE RESIDENCE HALLS | 81935 | 2004 |
| VISITOR INFORMATION CENTER | 96 | 1997 |
| WAREHOUSE AND STORAGE | 38700 | 1988 |
| WATER ROCK HALL | 85492 | 2022 |
| WATER TREATMENT PLANT | 3095 | 1966 |
| WCU BOOKSTORE | 18975 | 1983 |
| WCU PARKING DECK | 284356 | 2021 |
| TOTAL | 3793581 |  |

1. **PROJECT ORGANIZATION**

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.

1. **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.

# **CONTRACT ADMINISTRATION**

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

**6.1**



CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically *monthly* with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 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.

6.4 PERIODIC *MONTHLY* STATUS REPORTS

The Vendor may be required to provide Management Reports to the designated Contract Lead on a Monthly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within 90 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 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.

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.

6.7 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 State, at the option of the State, for up to 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 State or its designees. If the State 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 State 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 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.

6.9 CONTRACT CHANGES

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

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# ATTACHMENTS

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

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

# ATTACHMENT A: *COST PROPOSAL*

Complete and return the Pricing associated with this RFP based on the Specification above.

# ATTACHMENT B: 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 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](https://urldefense.com/v3/__https:/www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open__;!!OrxsNty6D4my!-C7mmXGditS_q2Dq3xD-Jyx5847LGHkCfu2N1vFsNjRbeKVng4vBk871pre2BvvhY0u8e64f70a7pkiALIu6JOKVLdt0p43_IGvjQA$)*

# 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](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.doa.nc.gov%2Fpandc%2Fonlineforms%2Fform-hub-supplemental-vendor-information-9-2021%2Fdownload&data=05%7C02%7Cjonathan.davis%40doa.nc.gov%7Cf298a5b0a18e4016d32908dc692f5e36%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638500899363445870%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=tvGdWdEsQY9eRHdSwEH%2BissYPW4NC7JXzE5bBixQtI4%3D&reserved=0)*

# 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*](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fncadmin.nc.gov%2Fmedia%2F15503%2Fopen&data=05%7C02%7Cjonathan.davis%40doa.nc.gov%7Cf298a5b0a18e4016d32908dc692f5e36%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638500899363455583%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=Se0VOx%2Fjf4cx8k4yLIIQae7kkNtrpbCiXU4%2F7fCSBNo%3D&reserved=0)

# 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](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.doa.nc.gov%2Fpandc%2Fonlineforms%2Fform-location-workers-09-2021%2Fdownload&data=05%7C02%7Cjonathan.davis%40doa.nc.gov%7Cf298a5b0a18e4016d32908dc692f5e36%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638500899363461294%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=dOAwMnpCvh5RHlqwgm%2BAl%2B0kuaDQn%2B62VKVooIOmhCM%3D&reserved=0)*

# 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](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.doa.nc.gov%2Fpandc%2Fonlineforms%2Fform-certification-financial-condition-09-2021%2Fdownload&data=05%7C02%7Cjonathan.davis%40doa.nc.gov%7Cf298a5b0a18e4016d32908dc692f5e36%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638500899363466794%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=80f%2BcCIuLdmVwWXZkW7BiYOfAJSWHZEErUHPLOpm0oE%3D&reserved=0)*

**\*\*\* Failure to Return the Required Attachments May Eliminate**

**Your Response from Further Consideration \*\*\***