

# University of North Carolina at Charlotte

Request for Proposal #: 66-24053 DH

**Parking Deck Inspections and Maintenance** 

Date of Issue: Friday, March 8, 2024

Proposal Due Date: Tuesday, April 9, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Scott Brechtel

**Director of Materials Management** 

Email: sjbrecht@charlotte.edu



# STATE OF NORTH CAROLINA

# University of North Carolina at Charlotte

## **Request for Proposal #**

66-24053 DH

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 <a href="https://vendor.ncgov.com/vendor/login">https://vendor.ncgov.com/vendor/login</a>

Electronic responses ONLY will be accepted for this solicitation.

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

Refer ALL Inquiries regarding this RFP to:	Request for Proposal #: 66-24053 DH		
Coatt Drochtol			
Scott Brechtel			
sjbrecht@charlotte.edu	Proposals will be received until: Tuesday, April 9, 2024 at 2:00 PM ET		

#### **EXECUTION**

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

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

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

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

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

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

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

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

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

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

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

#### VALIDITY PERIOD

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

#### ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this \_\_\_\_\_\_ day of \_\_\_\_\_, 2024, as indicated on

The attached certification, by \_

(Authorized Representative of UNC Charlotte)

# Contents

1.0	PURPOSE AND BACKGROUND
1.1 C	ONTRACT TERM
2.0	GENERAL INFORMATION5
2.1	REQUEST FOR PROPOSAL DOCUMENT5
2.2	E-PROCUREMENT
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS
2.4	RFP SCHEDULE6
2.5	MANDATORY PRE-PROPOSAL CONFERENCE6
2.6	PROPOSAL QUESTIONS
2.7	PROPOSAL SUBMITTAL
2.8	PROPOSAL CONTENTS
2.9	ALTERNATE PROPOSALS8
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS8
3.1	METHOD OF AWARD8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION9
3.3	PROPOSAL EVALUATION PROCESS9
3.4	EVALUATION CRITERIA10
3.5	PERFORMANCE OUTSIDE THE UNITED STATES10
3.6	INTERPRETATION OF TERMS AND PHRASES11
4.0	REQUIREMENTS11
4.1	FINANCIAL PROPOSAL11
4.2	INVOICES11
4.3	FINANCIAL STABILITY11
4.4	HUB PARTICIPATION
4.5	VENDOR EXPERIENCE12
4.6	REFERENCES12
4.7	BACKGROUND CHECKS12
4.8	PERSONNEL14
4.9	VENDOR'S REPRESENTATIONS14
4.10	RESERVED14
4.11	AGENCY INSURANCE REQUIREMENTS MODIFICATION14
4.12	LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTSError! Bookmark not defined.

5.0	SPECIFICATIONS AND SCOPE OF WORK15
5.1	GENERAL15
5.2	SCOPE OF WORK15
5.3	TASKS/DELIVERABLES17
5.4	PROJECT ORGANIZATION18
5.5	TECHNICAL APPROACH
6.0	CONTRACT ADMINISTRATION18
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE18
6.2	POST AWARD PROJECT REVIEW MEETINGS19
6.3	CONTINUOUS IMPROVEMENT19
6.4	PERIODIC STATUS REPORTS
6.5	ACCEPTANCE OF WORK19
	RESERVED
6.7	TRANSITION ASSISTANCE
	DISPUTE RESOLUTION
6.9	CONTRACT CHANGES
7.0	ATTACHMENTS21
ATT	ACHMENT A: FINANCIAL PROPOSAL21
ΑΤΤ	ACHMENT B: INSTRUCTIONS TO VENDORS21
ΑΤΤ	ACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS21
ΑΤΤ	ACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
ΑΤΤ	ACHMENT E: CUSTOMER REFERENCE FORM22
ΑΤΤ	ACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
ATT	ACHMENT G: CERTIFICATION OF FINANCIAL CONDITION22
LOB	BYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTSError! Bookmark not defined.
EXH	IBIT H: PARKING DECK DESCRIPTIONS

## **1.0 PURPOSE AND BACKGROUND**

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

Enrollment is approximately 31,000 with 19 percent of the students pursuing graduate degrees. The University is expected to reach an enrollment of 35,000 students by the year 2030.

UNC Charlotte is seeking Structural Engineering services required to develop a thorough and systematic assessment program, perform inspections, and provide summary reports of all ten (10) UNC Charlotte parking decks.

The link below is a map of all campus parking facilities: https://pats.uncc.edu/parking/parking-maps\_

The report will be in the form of a checklist for review and approval by UNC Charlotte Design Services that addresses the following:

- a. Structural Systems
- b. Waterproofing Systems

c. Miscellaneous Systems (elevator / stair towers, conduits, electrical systems, lighting systems, life safety systems, storage areas, etc.)

- d. Assigning levels of risk for each checklist item
- e. Estimated costs related to the repair or recommended mitigation of each checklist item

## **1.1 CONTRACT TERM**

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the "Effective Date").

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

## **2.0GENERAL INFORMATION**

## 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

## 2.2 E-PROCUREMENT

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

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of

#### Proposal Number: 66-24053 DH

#### Vendor:

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-andanswer period, prior to contract award.

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

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

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Friday, March 8, 2024
Hold Pre-Proposal Meeting/Site Visit	State	Tuesday, March 19, 2024, at 1:00 PM ET
Submit Written Questions	Vendor	Friday, March 22, 2024, by 12:00 PM ET
Provide Response to Questions	State	Tuesday, March 26, 2024
Submit Proposals	Vendor	Tuesday, April 9, 2024, by 2:00 PM ET
Contract Award	State	May 15, 2024

## 2.5 MANDATORY PRE-PROPOSAL CONFERENCE

Mandatory Pre-Proposal Conference

Date:	Tuesday, March 19, 2024	
Time:	1:00 PM Eastern Time	
Location:	UNC Charlotte - FOPS	
	Room 123A	
	9643 Poplar Lane	
	Charlotte, NC 28223-0001	
Contact #:	704-687-7329	

**Instructions**: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. A campus map is available at <a href="https://facilities.charlotte.edu/our-services/maps/printable-campus-maps">https://facilities.charlotte.edu/our-services/maps/printable-campus-maps</a> and Vendors are strongly encouraged to arrive early because parking on campus is difficult to obtain. 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.

# 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.

## 2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to <u>sjbrecht@charlotte.ed</u> by the date and time specified above. Vendors should enter "RFP # *66-24053 DH:* Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

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

## 2.7 PROPOSAL SUBMITTAL

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

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

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

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

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

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

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

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

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

## 2.8 PROPOSAL CONTENTS

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

Vendor RFP responses shall include the following items and attachments:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this RFP.
- b) Completed and signed version of all EXECUTION PAGES, and completed version of any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: FINANCIAL PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #66-24053 DH *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.

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

## 3.1 METHOD OF AWARD

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

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

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

## 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

## 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

#### Vendor:

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

## 3.4 EVALUATION CRITERIA

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

#### Vendor Background/References 10%

- Length of time in business
- Responses received from references
- Licensed to perform work in North Carolina

#### Qualifications

.

- Projects completed within the last five years
- Evidence of completion on time and on budget

35%

- Value of current projects
- Proposed project manager and team

#### Project Approach and Samples 30%

- Parking deck construction projects
- Parking deck restoration projects
- Sample reports from other projects
- Proposed schedule for project completion

#### Financial Proposal 25%

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 25. All other competing proposals will be assigned a portion of the maximum score using the formula:

Financial Proposal the cost of the lowest cost proposal Points Available (25)

the cost of the cost proposal being evaluated

## 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

## 3.6 INTERPRETATION OF TERMS AND PHRASES

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

## 4.0 REQUIREMENTS

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

## 4.1 FINANCIAL PROPOSAL

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

## 4.2 INVOICES

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

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

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

## 4.3 FINANCIAL STABILITY

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

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

## 4.4 HUB PARTICIPATION

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

## 4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

### 4.6 **REFERENCES**

Vendor shall provide 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 shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

#### 4.7 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:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) 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.
- c) 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.
- d) 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 <u>approved</u> criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) 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.
- f) Additionally, the State may use <u>The North Carolina Department of Public Safety Offender Public Information</u> or similar Services to conduct additional background checks on the Vendor's proposed employees.

#### 4.7.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;

- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

#### 4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its thencurrent officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

#### **4.7.4 DOCUMENT REQUIREMENTS**

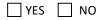
Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) 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.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) 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.
- d) Background checks consisting of:

- 1. Original unaltered criminal background check from the organization providing the background check.
- 2. The background check provider's company name, company mailing address, and contact phone numbers.
- 3. The full name of the individual, which matches the government issued photo ID.
- 4. The current address of individual being checked.
- 5. 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:



#### 4.8 PERSONNEL

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

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

#### 4.9 VENDOR'S REPRESENTATIONS

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

## 4.10 RESERVED

#### 4.11 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

Proposal Number: 66-24053 DH

Vendor:

□ Contract value in excess of \$1,000,000.00

B. The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated. Increased or additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

a) <u>Professional Liability</u> \$1,000,000

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

#### 5.1 GENERAL

UNC Charlotte requires a structural engineering firm to inspect and provide a review and assessment of the parking structures on campus.

## 5.2 SCOPE OF WORK

Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

UNC Charlotte requires a structural engineering firm to provide a thorough and systematic review and assessment of the ten (10) campus parking structures. The report shall be provided in the form of a checklist for review and approval by UNC Charlotte Design Services and must address the following:

- a. Safety Hazards
- b. Structural Repairs
- c. Cosmetic Repairs
- d. Assigning level of risk for each checklist item
- e. Estimated costs related to the repair or recommended mitigation of each checklist item

As this proposal covers the safety and structural inspection of existing parking decks and subsequent assessment reports, vendors must provide information to support new parking deck engineering design experience, demonstrated experience with parking structure restoration, and experience in assessments, structural evaluation, and design of repairs. Experience should be substantiated by including the following information in the proposal:

- 1. Firm information to include
  - · Complete company name and address
  - · Contact person
  - · Telephone number
  - · Fax number
  - · E-mail address
  - · Web page address

2. Qualifications and Experience that includes evidence of the following

- $\cdot$  Vendor operating continuously for at least five (5) years.
- · Legally permitted/licensed to provide professional engineering design services within North Carolina.
- · Completion of at least five (5) evaluation projects of similar or greater size and scope within the last five (5) years.
- · Demonstrated history of completing projects on time and on budget.
- · List of the ten (10) largest (in terms of construction value) current projects
- · List of the last five (5) parking decks that were constructed or are under construction, providing the following: o Name of Project
  - o Project description, including the structural system(s) utilized, the footprint dimensions, and number of levels. o Client contact

#### Proposal Number: 66-24053 DH

Vendor: \_\_\_

· List of the last five (5) parking structure restoration projects for assessment and design of repairs, providing the following:

o Name of Project

o Project description, including the structural system(s) utilized, the footprint dimensions, and number of levels. o Client contact

3. Personnel

 $\cdot$  Names and qualifications of those who will be assigned to this project detailing experience on projects similar to that which is being detailed in this RFP.

· Designated project manager who will be assigned to this project along with experience for the last three (3) years.

• Team members and project manager having completed a minimum of five (5) evaluation projects within the last three (3) years.

• List any professional consultants outside your firm whom you propose to utilize to support your efforts. Provide specific information and details documenting their work, experience, and qualifications on similar projects.

4. Samples and Schedule

• Provide sample reports from other completed projects similar in size and scope.

· A sample of the report structure to be used at UNC Charlotte must also be included.

· Provide a proposed schedule for completing this project.

## 5.3 TASKS/DELIVERABLES

5.3.1 The Parking Deck Assessment Checklist shall be submitted for review by UNC Charlotte Design Services within one (1) month after the awarded contract is executed.

5.3.2 Initial Assessments based on the approved Parking Deck Inspection Checklist of the following UNC Charlotte parking decks:

- a. Cone Deck #1
- b. Cone Deck #2
- c. East Deck #1
- d. East Deck #2
- e. East Deck #3
- f. West Deck
- g. Union Deck
- h. North Deck
- i. CRI Deck.
- j. South Village Deck

5.3.3 The Initial Assessments shall be completed within two (2) months of Design Services' final approval of the Parking Deck Assessment Checklist. The Initial Assessments consists of:

a. Within 1 month of contract award, write the checklist that will be used for inspections and submit for review by the University. University will review the list and respond if approved, or let vendor know of requested changes.

b. Within 2 months of the University approval of the checklist, the vendor will actually perform inspections and give confirmation that the assessment is completed and all items on the checklist were inspected.

c. Within one more month (3 months from approval), the vendor will provide the University a full, detailed report of the findings from the initial inspection.

- 5.3.4 The on-site inspection crew shall consist of at least 50% North Carolina Registered design Professionals (PE or RA) and the report shall be prepared under the direction of the on-site design professional.
- 5.3.5 An Assessment Report shall be submitted to UNC Charlotte Planning, Design and Construction three (3) months after final approval of the Parking Deck Assessment Checklist. The report shall include:
  - a. Report on each parking deck that includes:
    - (i). Executive Summary
      - (ii). Introduction / Project Description
      - (iii). Repair History
      - (iv). Condition Study Procedures
      - (v). Condition Study Results
      - (vi). Structural Systems
      - (vii). Waterproofing Systems
      - (viii). Miscellaneous Systems (elevator / stair towers, conduits, electrical systems, lighting systems, life safety systems, storage areas, etc.)
      - (ix). Conclusion
      - (x). Repair Options Analysis:

- 1. Short-term repairs with estimated costs (5-7 year repair life)
- 2. Long-term repairs with estimated costs (7-20 year repair life) with life expectancy for each structure
- 3. Full replacement cost estimate
- 4. Equivalent annual repair cost analysis: a prioritized breakdown of recommended repairs over the timespans in 1 & 2 above.
- (xi). Recommendations
  - 1. Repair recommendations
  - 2. Preventive maintenance recommendations
  - 3. Recommended future assessment schedule for deck
- b. Photo Journal appendix consisting of photos taken during the assessment, and labels associated with each photo which briefly describes location of photo and issue being identified in photo.
- c. Chloride Ion test results appendix as needed on decks where such testing is recommended.
- 5.3.6 Recommended schedule of all future reviews and assessments of the ten (10) parking decks based on initial assessment findings must be provided along with the deck assessment reports. This recommended schedule should also include costs associated with these future reviews and assessments. Subsequent inspections will take place as recommended, but no more than annually.

#### 5.4 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.

#### 5.5 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.

## **6.0 CONTRACT ADMINISTRATION**

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

## 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

## **6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically with the University for Project Review meetings. The meetings will vary depending on each project. 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 STATUS REPORTS**

The Vendor shall be required to provide Management Reports to the designated Contract Lead on a request basis depending on each project. This report shall include, at a minimum, information concerning items such as 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 but will be determined based on each project. 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.

## **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.

## 6.6 RESERVED

## **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 three (3) 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.

## THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

## 7.0 ATTACHMENTS

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

#### **RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### ATTACHMENT A: FINANCIAL PROPOSAL

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

Item #	Description		Amount
1	Parking Deck Inspection Checklist		\$
2	Initial 2024 Inspections and Reports		\$
3	Subsequent recommended Inspections and Reports		\$
4	Total 5-year Project Cost (sum of 1-3)		\$
5	Schedule of hourly rates by employee classification:		
	Class:	Rate:	\$

## Financial Proposal comparison will be based on Line 4.

#### 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

#### 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://files.nc.gov/ncdoa/pandc/OnlineForms/Form HUB-Supplemental-Vendor-Information 9.2021.pdf

#### ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_Customer\_Reference\_Template\_09.2021.pdf</u>

#### 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: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_Location-of-Workers\_09.2021.pdf</u>

## ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form Certification-of-Financial-Condition 09.2021.pdf

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

#### **EXHIBIT A: PARKING DECK DESCRIPTIONS**

1) Cone Deck #1 3 levels, pre-cast concrete, footprint 120' x 485'. Deck age: 1977.

2) Cone Deck #2 2 levels, pre-cast concrete, footprint 120' x 485'. Deck age: 1988

3) East Deck #1 4 levels, post-tensioned cast in place concrete, footprint 190' x 275'. Deck age: 1990

4) East Deck #2 4 levels, post-tensioned cast in place concrete, footprint 190' x 275'. Deck age: 1990

5) East Deck #3 5 levels, post-tensioned cast in place concrete, footprint 190' x 275'. Deck age: 2004

6) West Deck 6 levels, post-tensioned cast in place concrete, footprint 170' x 320'. Deck age: 1996

7) Union Deck 6 levels, post-tensioned cast in place concrete, footprint 240' x 479'. Deck age: 2007 with substantial expansion in 2018

8) North Deck 6 levels, post-tensioned cast in place concrete, footprint 177' x 344'. Deck age: 2011

9) CRI Deck 7 levels, post-tensioned cast in place concrete, footprint 230' x 277'. Deck age: 2012

10) South Village Deck 6 levels, post-tensioned cast in place concrete, footprint 240' x 320'. Deck age: 2013