

STATE OF NORTH CAROLINA

Fayetteville State University

Request for Proposal #: 58-RFP240010

Elevator Services

Date of Issue: May 14, 2024

Proposal Opening Date: June 4, 2024

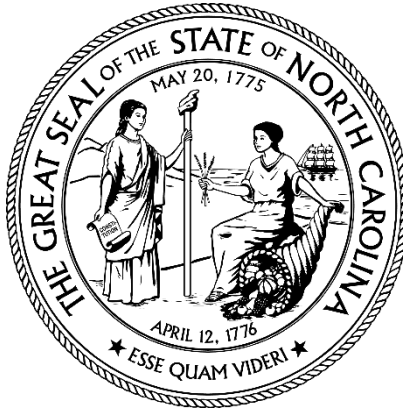
At 2:30 PM ET

Direct all inquiries concerning this RFP to:

Victoria McAllister

Purchasing Manager

Email: purchasing@uncfsu.edu



STATE OF NORTH CAROLINA

Request for Proposal

58-RFP240010

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

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

Vendor Name

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA *Fayetteville State University*

Refer <u>ALL</u> Inquiries regarding this RFP to: Victoria McAllister purchasing@uncfsu.edu	Request for Proposal #: 58-RFP240010
	Proposals will be publicly via Microsoft Teams opened: June 4, 2024 @ 2:30 PM ET (See Section 2.3 RFP Schedule for details)
Using Agency: Fayetteville State University	Commodity No. and Description: 721015
Requisition No.: N/A	Building and Facility maintenance and repair services

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-Vendors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

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

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

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

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

VALIDITY PERIOD

Proposal Number: 58-RFP240010

Vendor: _____

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

ACCEPTANCE OF PROPOSAL

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

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

The attached certification, by _____.

(Authorized Representative of Fayetteville State University)

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1.0 PURPOSE AND BACKGROUND

Fayetteville State University is a historically Black university founded in 1867 as the Howard School by seven Black men for the purpose of educating Black children. FSU has a tradition of excellence in teacher education and is the second oldest state-supported school in North Carolina. The student body, faculty, and staff today rank among the nation's most diverse campus communities. The university has strong undergraduate and graduate programs in teacher education, the arts and sciences, health professions, business, and economics, and is developing programs in unique and emerging fields. FSU has a tradition of collaborating with the Fayetteville/Fort Bragg community and renders services throughout southeastern North Carolina. FSU offers an affordable education and prepares students to be lifelong learners and responsible citizens.

Fayetteville State University seeks proposals from qualified vendors to perform a regular elevator maintenance and testing including but not limited to, monthly and annual inspections, minor repairs, cleaning, lubrication, alignment, and performance testing.

The elevators on the campus of Fayetteville State University are utilized daily for reasons of accessibility and convenience, and as such, all elevators must always be maintained in satisfactory and safe operating condition.

The University is committed to providing the highest levels of customer service to our students, visitors, faculty, and staff. To that end, the University expects the Vendor to provide safe, dependable, efficient, and well-run equipment to meet the needs of our customers. The Vendor shall ensure the equipment under this contract receives the services necessary to meet industry, safety, and operation standards, while remaining compliant with all federal, state, and local regulations.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on July 1, 2024 (the "Effective Date") and ending June 30, 2027.

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

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE: E-procurement fee is not applicable to this solicitation.

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

2.3 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	Day, Date and Time
Issue RFP	State	Tuesday, May 14, 2024
Mandatory Site Visit	State	Wednesday, May 22, 2024 at 9:00 AM ET
Submit Written Questions	Vendor	Friday, May 24, 2024, by 5:00 PM ET
Provide Response to Questions	State	Tuesday, May 28, 2024 by 5:00 PM ET
Submit Proposals	Vendor	Tuesday, June 4, 2024 by 2:00 PM ET
Virtual Public Bid Opening	State	<p>Tuesday, June 4, 2024 by 2:30 PM ET</p> <p>Meeting Information</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 232 241 676 338</p> <p>Passcode: uPjnpb</p> <hr/> <p>Dial in by phone</p> <p>+1 910-491-9484,,224074362# United States, Fayetteville</p> <p>Find a local number</p> <p>Phone conference ID: 224 074 362#</p> <p>Join on a video conferencing device</p> <p>Tenant key: uncfsu@m.webex.com</p> <p>Video ID: 117 034 895 4</p> <p>More info</p>
Contract Award	State	TBD
Contract Effective Date	State	July 1, 2024

2.4 MANDATORY SITE VIST

Mandatory Site Visit

Date: Wednesday, May 22, 2024
 Time: 9:00 AM Eastern Time
 Location: Capel Arena, ground floor
 1200 Murchison Rd
 Fayetteville, NC 28301
 Contact #: 910-489-3384

Instructions: It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit. Attendees must meet 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, PARTICIPATE IN THE SITE VISIT NOR SHALL THEIR BID 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.

The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors shall 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 and any resulting contract.

PARKING ON CAMPUS

Vendors should allow time to find a parking space in a designated parking lot. For your convenience, a parking permit has been included as Attachment I to this solicitation. Vendors shall print the provided permit **in color** and display it on the driver's side of the dashboard and park in a designated lot listed on the permit. Please do not park in any parking spaces marked reserved or handicap, unless applicable.

Link to campus map: [Campus map 2021.pdf \(uncfsu.edu\)](#)

2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to purchasing@uncfsu.edu by the date and time specified above. Vendors should enter "58-RFP240010: 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>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. 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. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

All proposals must be submitted electronically via Bonfire using the following link:

<https://uncfsu.bonfirehub.com/portal/?tab=openOpportunities>

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

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

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

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

2.7 PROPOSAL CONTENTS

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

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT F: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #58-RFP240010 [Vendor Name]". 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.

2.9 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:

ADA: Americans with Disabilities Act.

All-Inclusive Hourly Rate: An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproduction thereof. An electro-mechanical device used to prevent the escalator from moving when power is applied to the hoist motor. On some types of control, it also stops the elevator from the hoist motor.

BAFO: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the University.

Brake Shoe: Moving member of a brake, lined with friction material which when in contact with a drum, holds the elevator at floor level.

Brush: A device, usually of carbon or graphite composition, used to connect a circuit with the drive portion of a DC (Direct Current) motor, generator, or electrical device.

BUYER: The employee of the University that places an order with the Vendor.

Car (Elevator): The load carrying unit, including its platform, frame, enclosure, and car door or gate.

Code: A system of regulations pertaining to the design, manufacture, installation and maintenance of elevators, dumbwaiters, escalators, and moving walks. The most widely recognized and used is ANSI A-17.1, sponsored by the National Bureau of Standards, the American Institute of Architects, The American Society of Mechanical Engineers (ASME), and published by ASME. It has been adopted by many states. Some states and cities have written their own codes, most of which are based on ANSI A-17.1.

CONTRACT LEAD: Representative of the University who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the University and who will administer this contract for the University.

Controller: A device, or group of devices, which serves to control, in a predetermined manner, to apparatus to which it is connected.

Counterweight: A weight, which counterbalances the weight of an elevator car plus approximately 40 percent of the capacity load.

Direct Current (DC Voltage): Is electrical current, which flows in one direction at a substantially constant value.

Drive Sheave: The grooved wheel of a traction-type hoisting machine over which the hoist ropes pass, and by which motion is imparted to the car and counterweight by the hoist ropes.

FOB-DESTINATION: Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may

request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.

Governor: A mechanical speed control mechanism. For elevators, it is a wire rope driven centrifugal device used to stop and hold movement of the elevator's driving rope, which initiates the activation of the car's safety device. It opens a switch, which cuts off power to the drive motor and brake, if the car travels at a preset speed in the down direction. Some types of governors will also open the governor switch and cut off power to the drive motor and brake if the car over speeds in the up direction.

Governor Rope: A wire rope attached to an elevator car frame that drives the governor and, when stopped by the governor, initiates setting of the car safety mechanism.

Guide Rails: Steel T-section with machined guide surfaces installed vertically in a hoist way to guide and direct the course of travel of an elevator car and elevator counterweights.

Hoist way: A shaft way for the travel of one or more elevators, dumbwaiters, or material lifts. It includes the pit and terminates at the underside of the overhead machinery space floor or grating, or at the underside of the roof where the hoist way does not penetrate the roof.

Leveling: It is the movement of an elevator towards the landing sill when it is within the leveling zone. When the word leveling is used, the inference is the process of attaining a level of stop position.

LOT: A grouping of similar products within this RFP.

NC BIDS: The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.

OEM: Original Equipment Manufacturer.

ON-TIME DELIVERY: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

Project: The undertaking of services that is the subject of this RFP.

QUALIFIED PROPOSAL: A responsive proposal submitted by a responsible Vendor.

RFP: Request for Proposal

STATE: The State of North Carolina, including any of its sub-units recognized under North Carolina law.

STATE AGENCY: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

VENDOR: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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, 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.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subVendors 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, subVendors, 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 subVendor 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 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.

3.4 EVALUATION CRITERIA

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:

Vendor's Technical Approach

- Overall suitability to provide the services outlined in the RFP within the time, and operational constraints that may be present and the comments and/or recommendations of the Vendor's previous clients and references.

Vendor's Qualifications

- Vendor shall provide a written statement indicating Vendor's regular engagement in the business of installing, and/or servicing elevators of the type and character of equipment described in this RFP.
- A list of elevator installations, service contracts, and cancellations during the last three (3) years within the State of North Carolina by the Vendor.

Vendor Experience (References)

- Expertise, experience, and results of the Vendor in providing services on other similar contracts or on other projects of similar size, scope, and features as those identified in this RFP.

Pricing

- Provide a fee and expense proposal for the cost of the service. Actual fees and expenses may be negotiated but may not exceed the amount specified in your proposal. FSU will use the total 3-year initial term cost for evaluating proposals. The evaluation committee may consider the hourly rates and percentage increases as part of the cost.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to FSU
- 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.

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

4.1 PRICING

Proposal price shall constitute the total cost to 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.

4.2 INVOICES

The vendor will submit monthly invoicing for each building and all elevators contained within each building. Electronic invoices can be emailed to accountspayable@uncfsu.edu. 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. Invoice pricing must be an exact match to the accepted proposal. 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.

Invoice may not be paid until an inspection has occurred and the goods or services accepted.

4.3 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION. 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 Vendors 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 subVendors. Vendor shall complete ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE and QUALIFICATIONS

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

4.7 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 Vendor under this Contract and shall be responsible for the performance and payment of all subVendor(s) that may be approved by the State. Names of any third-party Vendors or subVendors 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 subVendor(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.

4.8 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.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The purpose of this solicitation is to contract with a qualified firm to perform all preventative/predictive maintenance, repairs, replacements, and inspections as required for all specified elevators and ADA lifts for Fayetteville State University. The resulting contract will cover our campus equipment from the date of the award. This is an all-inclusive, performance-based service contract. Vendors must adhere to the specifications set forth in this RFP, at minimum, and perform the requirements with expertise, knowledge, and capability. The University reserves the right to amend service delivery by either subtracting or adding equipment to this contract as needs dictate. New vertical transportation equipment and/or modernization of existing vertical transportation equipment under an existing warranty or contract will initially be excluded from the resulting contract. If in the best interest of the University, as existing maintenance/warranty agreements expire for equipment not currently included in this contract, that vertical transportation equipment will be added in accordance with contract terms and conditions.

The University is committed to providing the highest levels of customer service to our students, visitors, faculty, and staff. To that end, the University expects the Vendor to provide safe, dependable, efficient, and well-run equipment to meet the needs of our customers. The Vendor shall ensure the equipment under this contract receives the services necessary to meet industry, safety, and operation standards, while remaining compliant with all federal, state, and local regulations.

5.2 FULL-SERVICE PREVENTATIVE MAINTENANCE

The Vendor shall furnish all material, labor, supervision, tools, supplies and other expenses necessary to provide full and complete preventative maintenance services and repairs of every description, including inspections, adjustments, tests and replacements for the elevators / lifts as mandated by all local, state and federal statutes, regulations and procedures and as described within this RFP.

The Vendor shall keep the elevators/lifts maintained and operating at the original speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer.

The Vendor shall not be responsible for upgrading equipment to meet changes in code or requirements as may be recommended or directed by insurance companies, Federal, State, Municipal or other governmental authorities. The Vendor shall, each month, examine, adjust, lubricate, clean and when conditions warrant, repair, or replace the listed following items and components thereof and all other mechanical or electrical equipment as required by this Scope of Work as stated below.

All preventative maintenance shall be performed on a minimum of once every thirty (30) calendar days and at a maximum of once every forty (40) calendar days. The Vendor must submit a schedule of preventative maintenance for approval to the University Facilities Management Department for each elevator. The schedule shall list procedure and time interval.

5.3 MAINTENANCE TASKS

Monthly Inspections: All elevators are to be inspected once per month. A representative from the University Facilities Management department may accompany the Vendor on at least one regular monthly inspection, per elevator, per year. During this monthly inspection, the Vendor shall accomplish all lubrications, adjustments, minor repairs, safety checks, and replacement of defective minor parts and other services as described within these Specifications.

Annual Inspections: Annual Inspections will be performed during the summer months after commencement has occurred May through July on all elevators (see attachment A). It will be the responsibility of the Vendor to coordinate the inspection schedule and obtain its approval as to when inspections are to be completed.

Lubrications: All lubricants shall be in accordance with recommendations of the manufacturer of the elevator concerned. Clean, if necessary, and lubricate, if required, according to the following schedule:

- Monthly Inspection: Sleeve bearings, motor bearings, worm and gear, governor tail sheaves, roller bearings, car door hangers, secondary sheaves, selector segments, guide and counterweight rails, brake pins, selector guides, car door mechanism, retiring cam equalizer, oil buffers, regulator and small contact motors, rheostat and door control cams and gears, mechanical leveling and stopping switches, guide shoes, car station, mechanical dials, slow-down and limit switches, deflector sheaves and car exhaust fans.
- Quarterly: Hatch door hangers and closures and wire ropes.

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

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

Regular On-Going Maintenance:

- Ride each car; check operation of cam and hatch doors, acceleration, deceleration, floor stops and brake action. Make adjustments/corrections, as necessary. Examine all safety devices and governors at each monthly inspection.
- Replace or repair indicator lights, push buttons, and readouts when they fail.
- Check tensions of all hoisting cables and equalize same at each monthly inspection. Make all necessary minor adjustments at each inspection, such as correcting errors in leveling, door speeds, compound and smooth approach and departure of each car from the landings.
- Clean door tracks and door and elevator guide rails at each monthly inspection.
- Maintain in proper operating condition all push buttons, call stations, annunciators, indicators, and indicator lamps, emergency phone, and all other elevator signals and operating controls at each monthly inspection.
- Check tension, condition and alignment of drive belts and jack packing on hydraulic units at each monthly inspection.
- Clean exterior of car, car top, overhead sheaves and hoist way walls and pit as necessary to ensure that there is not an excessive build-up of dirt and dust and that spare or old parts are not stored in the hoist way or on top of the car.
- In the pit area, the Vendor shall lubricate compensating sheave and inspect hitches. The Vendor shall inspect the governor and tape tension sheave fastenings empty and clean oil drip pans.
- Change oil and flush all pump motor/generator, hoist motor and overhead sheave bearings and machine gear cases during the summer months after commencement.

- Perform all required safety tests as they become due (i.e., five-year weight test, hydraulic rupture valve test, annual hydraulic bypass test, etc.)
 - Upon award of this service contract Vendor shall immediately verify dates which necessary tests were last performed on all elevators and provide the owner with a listing of due dates for all elevator testing.
- Rupture valve tests requirements shall be verified by Vendor and performed at frequencies designated by the regulatory agency.
- Disassemble, clean, and inspect brake units on all traction elevators at least once per year. This work should be coordinated in such a way as to minimize disruption of service to the Owner. Summer months are preferred after commencement.
- Blow out and vacuum controller motors and motor generator (MG) sets quarterly.
- A representative of the Vendor shall accompany the North Carolina Department of Labor (NCDOL.) Elevator Inspector at each safety inspection, the frequency of which will be determined by Fayetteville State University.
- In order to ensure maximum use of elevators and a minimum shutdown time for emergency repairs, the Vendor shall have and maintain a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to, or better than, the original manufacturer's parts. Used parts or parts not equal to genuine manufacturer's parts are not acceptable and will not be permitted.

5.4 SPECIAL CONDITIONS

Tests and Inspections: The importance of the elevators covered by the agreement and specifications, demand that they be maintained in satisfactory and safe operating condition at all times in accordance with the requirements of these specifications and that they are kept capable of providing their initial maximum performance, capacity, and speed. The University reserves the right to make such tests or cause to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled.

Accounting: Vendor will break lump sum Contract into pro rata individual costs per elevator, per quarter, and per year for accounting purposes.

Addition or Deletion from Units Maintained: The elevators to be serviced and maintained under this Agreement are specified on the Price Sheet with the individual price; therefore, also designated by the Vendor. Any unit added or deleted by the University from said proposal form will result in an equitable adjustment to the contract price. If added, the parties will negotiate the price. If a unit is deleted, the proposed costs then in effect on said individual unit will be prorated over the remainder of the terms of this agreement, and so subtracted from the contractual amount due under this agreement.

Schedule: The Vendor shall furnish the University with a written schedule of when major services resulting in downtime will be performed at least thirty (30) days prior to service.

Routine Maintenance and Service: The price herein contemplates routine service work and preventative maintenance work to be done during regular working hours on regular working days of the trades involved.

Overtime: If overtime work is requested by the University for routine work (routine service work or preventative maintenance) to occur at times other than regular work hours, 8:00am – 5:00pm, Monday through Friday, the Vendor will absorb the hours worked at single time rates, and the University will compensate the Vendor for overtime bonus only at the Vendor's usual overtime rate (base labor rate is considered to be covered under regular services to be provided under the scope of this request for proposal). Emergency call-back service is not considered overtime.

Emergency Call-back Service: The Vendor shall furnish an unlimited, twenty-four (24) hour call-back service for each elevator without additional cost to the University. Emergency call-back service shall be furnished within ninety (90) minutes after notification. Materials or equipment required for emergency call-back service are to be furnished in the same manner as for regular service herein specified.

- Scope of Emergency Call-back Services includes entrapment of individuals, repairs due to equipment malfunction or breakdown, or any other issue that renders elevator unusable.
- If the call is determined by the university to be a result of vandalism, the Vendor will absorb the hours worked at single time rates, and the University will compensate the Vendor for overtime bonus hours only at the Vendor's usual overtime rate.

Standby Elevator Mechanics: The Vendor will provide one (1) service technician annually to be on campus in a stand-by status for student move-in day at campus residence halls, which is typically mid-August of each year. Elevators experience heavy usage during this time and the technician shall be on stand-by on site to respond to any malfunctions during move-in. The Vendor will provide one (1) service technician for up to 8 hours during winter commencement.

Report of Vandalism: The Vendor shall immediately report all damage suspected to be a result of vandalism to FSU Police and a Police report must be filed. A statement may be required to be made by the Vendor's agent. Repair tickets and invoices shall also be noted when repairs are made to damaged items that are believed to be a result of vandalism and a Police report shall be attached. Invoices sent for vandalism repairs will not be paid unless a Fayetteville State University report is attached.

Repair of damage due to vandalism: If renewal or repair is required because of vandalism, the Vendor will obtain approval from the University Facilities Director before any repairs are made, providing a written estimate of cost to complete the renewal or repair. Any such repair will be billed separately.

Fuel Surcharges: Fuel surcharges shall not be invoiced to university.

Monthly Service Checks: Monthly Service Reports shall be submitted electronically to the University representative on approved form within seventy-two (72) hours after servicing is complete. This report shall cover all work done at the time of the servicing.

Repair Responsibilities: Vendor shall not be under any obligation hereunder to make any renewals or repairs except those incidentals to the operation of the machinery. Vendor is not required under this Contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus, or car, by persons other than Vendor or their employees. See item 5.3 i) above regarding reporting and invoicing for vandalism repairs.

Regulatory Updates: All requirements written during the contract period by the North Carolina Department of Labor Elevator Division that are the responsibility of the elevator Vendor, shall be completed on or before the abatement date of the report or expiration of the contract period, whichever is less.

Technical Data and Wiring Diagrams: Vendor shall provide the University reproducible wiring diagrams and technical data covering all changes, modifications, etc. at the completion of improvements whenever they are made.

5.5 PERFORMANCE REQUIREMENTS

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

- a) Contract speed of all elevators shall be maintained, and brake flight times shall be maintained as originally installed.
- b) Leveling accuracy of all elevators shall always be maintained.
- c) Opening and closing times on all hoist way and car doors shall be maintained within limits of ANSI A17.1 code yet assuring minimum standing time at each door.
- d) Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall always be operable under normal conditions.
- e) Variable car and hall door hold open times shall be maintained in accordance with original designs. Deviations from this will not be permitted.

f) Elevators operating under Group Supervisory Systems shall always operate in accordance with design specifications as originally installed. The Vendor shall be required to periodically evaluate these systems and submit to university test data indicating performance levels of systems and proof that variable and fixed features are operating properly, and all circuits and time settings are properly adjusted.

g) Emergency fire service operation shall be periodically (minimum quarterly) evaluated to be sure it is functioning properly, as required by ANSI A17.1 and the North Carolina Building Code.

h) Spare Parts: To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the successful bidder will be required to have, and maintain on the job, a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to, or better than original manufacturer's parts/specifications.

i) Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.

j) Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.6 VENDOR ACCESS

a. The Vendor shall be required to purchase FSU parking permits, if necessary, or have a Vendor Parking Pass for all vehicles that may be on campus whether on a short term or long-term basis. Permits may be purchased through the Police and Public Safety Office located at 1265 Martin Luther King Jr. Dr., Fayetteville, NC 28301, Mitchell Building. The Vendor vehicles shall be clearly identified with the company name.

b. During normal business hours the Elevator Mechanics shall check in with the University's Designated Representative or designee. Outside of normal business hours: The Elevator Mechanics shall notify the University's Designated Representative, designee, or the University Campus Police (910-672-1775) upon arriving on site.

c. Other than for emergencies and call backs, the Vendor shall not be permitted to enter Student Housing (Residence Halls) facilities prior to 8:00am.

d. The Vendor will be permitted to use existing toilet facilities, provided the facilities are not misused, defaced, or dirtied unnecessarily. If any individual participating campus deems that the existing facilities have been subject to misuse, the Vendor shall be informed and caused to install and be responsible for maintaining its own temporary sanitary facilities subject to the individual campus' restrictions. The Vendor shall also be held responsible for the repair of any damage to said existing facilities.

e. University Security ID/Badge and Access Violations. Vendors and their subcontractors shall adhere to the University Security ID/Badge and Access requirements. Violations of these requirements may warrant cause for suspension and/or termination of services:

f. Badges and keys should never be loaned or borrowed for any reason. Electronic access badges and keys are only used by the person they are issued to. Allowing others to use a badge, key and pin codes that are not issued specifically to the individual means you are taking responsibility for the other person(s) actions in the environment they accessed.

g. Employees are given access only to areas needed to perform their job functions. Employees using their badges in areas where they do not have access to is a security violation.

h. It is a violation to tamper, interfere, compromise, modify, or circumvent any security system, measure, or procedure. Any attempts to duplicate, reproduce, or tamper with university access media (badges, security systems, keys, etc.) are prohibited.

i. Secured doors should never be left open, regardless of the circumstances. Leaving a door open, unlocked, or using force to gain entry is not permitted.

j. Allowing an un-badged person to follow a badged person into an area that is considered secure, unauthorized and/or restricted and is a violation of University Security policies. Vendors must make sure everyone uses his/her own electronic access media and keys to enter a controlled access area.

k. Report any changes in status immediately to the University's Designated Representative so that the access can be deactivated from the contract employees badge record and documented.

l. All badges and keys are the property of the University. Vendor shall collect a contract worker's badge and key(s) upon the termination of the contract worker's employment; when the Vendor worker's services are no longer required at Fayetteville State University facility(s); or upon termination, cancellation, or expiration of this agreement.

m. All Vendor's personnel are to be in uniform and/or wearing identification badges that bear the employee's name and company name/logo.

n. Access to designated restricted areas is forbidden by Vendor's employees. Restricted areas are to be designated by the University's representative.

o. Only authorized Vendor employees are allowed on the premises of Fayetteville State University buildings. Vendor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Vendor employee and cleared to be on site.

5.7 TECHNICAL APPROACH

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

5.8 EXTRA WORK

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

6.0 CONTRACT ADMINISTRATION

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

6.1 ADDITIONAL OR REMOVAL OF UNITS FROM INVENTORY

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

6.2 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:	
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The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact for Contract shall be the state's point of contact for customer service-related issues.

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

6.3 POST AWARD PROJECT REVIEW MEETINGS

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

6.4 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.

6.5 PERIODIC ANNUAL STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Lead on an Annual 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 should 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 thirty 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.

6.6 ACCEPTANCE OF WORK

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

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 (6) 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 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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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING COST PROPOSAL

FSU Elevator Maintenance Cost Break-out. Please review section 4.1.

Building Name	Annual Cost	X3=	Initial 3-Year Term Cost
Seabrook	\$	X3=	\$
Seabrook	\$	X3=	\$
Lyons Science	\$	X3=	\$
Lyons Science Annex	\$	X3=	\$
Rosenthal	\$	X3=	\$
Helen Chick	\$	X3=	\$
Taylor Science	\$	X3=	\$
Knuckles Annex	\$	X3=	\$
Cook	\$	X3=	\$
Lauretta Taylor	\$	X3=	\$
Lilly	\$	X3=	\$
Capel Arena	\$	X3=	\$
Nick Jeralds	\$	X3=	\$
Student Center	\$	X3=	\$
Barber	\$	X3=	\$
Butler	\$	X3=	\$

College of Business	\$	X3=	\$
Chesnutt Library	\$	X3=	\$
Nursing Building	\$	X3=	\$
Hackley Hall	\$	X3=	\$
New Residence Hall	\$	X3=	\$
McLeod Hall	\$	X3=	\$
Renaissance Hall	\$	X3=	\$
Total	\$		\$

PERCENTAGE INCREASES FOR OPTIONAL YEARS FOUR & FIVE

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

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

HOURLY RATES FOR EXTRA WORK:

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

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

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

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

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

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

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

ATTACHMENT B: ELEVATOR INVENTORY AS OF JUNE 2023

FSU Elevator Inventory							
Building	# of Elevators	Landings	Type	Manufacturer	Capacity (lbs)	State ID Number	Year Installed
<i>Seabrook</i>	1	2	Hydraulic	Thyssen Krupp	2000	22968	2005
<i>Seabrook</i>	2	2	Chair Lift				
<i>Lyons Science</i>	1	4	Hydraulic	Thyssen Krupp	4000	9576	1980
<i>Science & Tech</i>	2	5	Traction	Thyssen Krupp	4500	23230/28231	2012
<i>Lyons Science Annex</i>	1	4	Hydraulic	Thyssen Krupp	4500	23597	2007
<i>Rosenthal</i>	1	2 Front	Hydraulic	Dover DMC	2500	23015	1999
<i>Helen Chick</i>	1	3 Front/2 Rear	Hydraulic	Westbrook-Relay	2000	5670	1967
<i>Taylor Science</i>	1	2 Front	Hydraulic	Dover Solid State	2100	10406	1983
<i>Knuckles Annex</i>	1	3	Hydraulic	OTIS	2500	23025	2005
<i>Cook</i>	1	2	Hydraulic	Thyssen Krupp	2500	23015	2005
<i>Lauretta Taylor</i>	1	3	Hydraulic	Thyssen Krupp	2500	23864	2006
<i>Lilly</i>	1	3	Hydraulic	Thyssen Krupp	2100	25244	2008
<i>Capel Arena</i>	1	3 Front	Hydraulic	Dover DMC	2500	15290	1994
<i>Nick Jeralds</i>	1	2	Chair Lift	Handicap Lift	750	H761	1997
<i>Student Center</i>	1	1 Front 1 Rear	Hydraulic	Thyssen Krupp	3500	18830	1999

Barber	1	3 Front	Hydraulic	Dover Solid State	2100	9695	1981
Butler	1		Hydraulic	Thyssen Krupp			
College of Business	1	3 Front	Hydraulic	MCE Mixed Equipment Type	3000	13205	1990
Chesnut Library	2	3 Front	Hydraulic	Dover Solid State	3500 (Front) 4000 (Rear)	11588/11589	1987
Nursing Building	1	3	Hydraulic	Thyssen Krupp	2500	27373	2010
Hackley/Honors Hall	1	2 Front	Hydraulic	Dover DMC	2100	16520	1997
New Residence	1	3	Hydraulic	Thussen Krupp	2000	8546	1976
McLeod Hall	2	4 Front	Hydraulic	Schindler 330A	3500	22885/22886	2005
Renaissance Hall	2	3 Front	Hydraulic	Thyssen Krupp	2500	28423/28424	2012

ATTACHMENT C: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT D: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

ATTACHMENT F: CUSTOMER REFERENCE FORM

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

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

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION

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

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

ATTACHMENT I: VISITOR PARKING PERMIT

Please print the visitor parking permit in color, displayed on the driver's side of the dashboard and park in the designated lots listed on the permit for the mandatory on-site visit Wednesday, May 22nd at 9AM. Please do not park in any designated spots marked as reserved or handicap, unless applicable.