

# STATE OF NORTH CAROLINA

# **University of North Carolina at Charlotte**

Invitation for Bid #: 66-25018 SB

**Elevator Maintenance and Repair Services** 

Date Issued: Wednesday, November 20, 2024

Bid Opening Date: Tuesday, December 17, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Scott Brechtel

**Director of Materials Management** 

Email: sjbrecht@charlotte.edu



# STATE OF NORTH CAROLINA

# University of North Carolina at Charlotte

Invitation for Bids #

66-24018 SB

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

This page shall be filled out and returned with your bid. Failure to do so shall be sufficient cause to reject your bid.

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 via eVP will be accepted for this solicitation.

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

Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bids # 66-25018 SB
Scott Brechtel	Bids will be publicly opened:
<u>sjbrecht@charlotte.edu</u>	Tuesday, December 17, 2024 @ 2:00 PM ET
	Elevator Maintenance and Repair Services

#### **EXECUTION**

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

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

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

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

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

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

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

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; 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 bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

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

#### Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED.

#### Late bids CANNOT and will NOT be accepted.

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	
CITY, STATE & ZIP:		TELEPHONE NUMBER:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
NAME OF PERSON SIGNING ON BEHALF OF VENDOR:		TITLE	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

#### Bid Number: 66-25018 SB

#### VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

#### **BID ACCEPTANCE**

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, as indicated

on the attached certification, by \_

(Authorized Representative of UNC Charlotte)

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### 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 seven colleges: College of Arts & Architecture, College of Liberal Arts & Sciences, 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 along with graduate certificate programs.

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 the University of North Carolina at Charlotte. The resulting contract will cover the main campus equipment and equipment at the Dubois Center located in downtown Charlotte. This is an all-inclusive, performance based, service contract. Vendor must adhere to the specifications set forth in this IFB, at minimum, and perform the requirements with expertise, knowledge, and capability. The University reserves the right to make changes to 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, reliable, 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 one (1) year, beginning on the date of final Contract execution (the "Effective Date") or March 1, 2025, whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to seven (7) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

### 2.0 GENERAL INFORMATION

### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 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 IFB TERMS AND CONDITIONS

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

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

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

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

### 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time	
Issue IFB	State	Wednesday, November 20, 2024	
Submit Written Questions	Vendor	Tuesday, November 26, 2024 by 12:00 PM ET	
Provide Responses to Questions	State	Thursday, December 5, 2024	
Submit Bids	Vendor	Tuesday, December 17, 2024 by 2:00 PM ET	
Contract Award	State	Friday, January 31, 2025	
Contract Effective Date	State	Saturday, March 1, 2025	

### 2.5 BID QUESTIONS

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

Written questions shall be e-mailed to <u>sjbrecht@charlotte.edu</u> by the date and time specified above. Vendors will enter "IFB # 66-25018 SB Questions" as the subject for the email. Question submittals will include a reference to the applicable IFB 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 IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

### 2.6 BID 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 bid has been received via the eVP as</u> <u>described in this IFB 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 bid or portion thereof received or attempted to be submitted after the bid submission deadline will be rejected.

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

All bids 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. Bids will ONLY be accepted through the eVP and will NOT be accepted in any other format, including, but not limited to, email, facsimile, USPS, or courier.

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

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

### 2.7 BID CONTENTS

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

Vendor IFB responses shall include the following items and attachments:

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (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 IFB.
- b) Completed and signed version of EXECUTION PAGES, and completed version of any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor's Response must include all documentation noted in Section 5.7, 'Required Documentation'
- e) Completed version of ATTACHMENT A: PRICING FORM
- 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

### 2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #66-25018 SB for 'name of Vendor'". Each bid 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 bid. Each bid must be complete and independent of other bids offered.

### 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

**AHJ:** Authority Having Jurisdiction.

**ASME:** American Society of Mechanical Engineers.

FM: Facilities Management

MCP: Maintenance Control Program

MTBF: Mean Time Between Failure

NCDOL: North Carolina Department of Labor.

NON-REIMBURSIBLE: Elevators located in Academic and Office Buildings that FM pays out of their budget to maintain

NORMAL WORKING DAY: 7:00 am to 5:00 pm Monday through Friday.

**REIMBURSIBLE:** Elevators located in campus buildings where the occupying departments reimburse FM for the cost of elevator maintenance.

UNIVERSITY REPRESENTATIVE: Representative in Facilities Operations working with the elevator service Vendor.

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

While the intent of this IFB is to award a Contract to a single Vendor for all portions, 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 IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be accessed via eVP and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public as soon as reasonably practical after the date and time of opening. 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. 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

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

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

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance</u> <u>outside of 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

### 3.5 INTERPRETATION OF TERMS AND PHRASES

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

### 4.0 **REQUIREMENTS**

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

### 4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

### 4.2 WORK SITE DAMAGES

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

### 4.3 QUALITY ACCEPTANCE INSPECTION

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

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

### 4.4 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 the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

### 4.5 HUB PARTICIPATION

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

### 4.6 **REFERENCES**

Vendors shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the equipment and services offered **within the State of North Carolina**. The State shall contact these users to determine quality level of the offered services, as well as, but not limited to user satisfaction with Vendor performance. Information obtained shall be considered in the evaluation of the bid.

### 4.7 BACKGROUND CHECKS

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

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

### 4.9 VENDOR'S REPRESENTATIONS

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

### 4.10 AGENCY INSURANCE REQUIREMENTS

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
- $\boxtimes$  Contract value in excess of \$1,000,000.00

### **5.0 SPECIFICATIONS**

### 5.1 GENERAL

Each elevator was installed according to the Code requirements that were applicable in North Carolina at the time of the last elevator permit. All elevators and related equipment shall be maintained to North Carolina Department of Labor Standards and University approval for safe operating conditions. All elevators shall conform to the regulations promulgated by the North Carolina Department of Labor, Elevator Division, and the ASME 17.1 - Safety Code for Elevators and Escalators, ASME 17.3 - Safety Code for Existing Elevators and Escalators, ASME 18.1 - Safety Standard for Platform Lifts and Stairway Chairlifts, and ASME 17.2 – Inspection Guide Elevators, Escalators, Moving Walks. The North Carolina Elevator and Escalator Code 2019 or at the time of installation shall be used as a guide to establish that the elevators are adequately maintained and operating safely. The Vendor shall provide a preventative and predictive full maintenance program designed specifically to conform with the above referenced requirements, as well as the original equipment manufacturer's recommendations where applicable.

The Vendor shall furnish all management, supervision, tools, diagnostic equipment, supplies, parts, materials, equipment, and labor necessary to maintain, repair, inspect, certify, recertify, clean, adjust, and lubricate elevators and lifts, and to replace defective and/or obsolete parts. All work shall be performed in accordance with all the terms, conditions, provisions, and specifications contained herein and in manufacturer's recommended service. This includes Emergency Callbacks and responding to any "incident" requiring the Vendor's care and attention, Standby Service and performing all relevant safety tests as required by the current adopted ASME A17.1 Safety Code for Elevators and Escalators, ASME 17.3 Safety Code for Elevators and Escalators, ASME 17.2 Inspection Guide for Elevators, Escalators, Moving Walks, North Carolina Elevator and Escalator Code 2019, the North Carolina Department of Labor (DOL), the Authority Having Jurisdiction (AHJ), and any other applicable elevator/lift safety and inspection codes enforced by the University or the State of North Carolina.

All work under this contract shall be performed by skilled competent elevator mechanics directly employed and/or supervised by the Vendor. Elevator mechanic helpers and/or elevator mechanic apprentices may be used provided they are under direct supervision of an elevator mechanic on site at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman elevator mechanic. All elevator mechanics shall have their mechanics card for a minimum of seven (7) years of experience maintaining elevators and lifts. Additionally, they shall have completed a NAEC CET Training Program or equivalent.

### 5.2 CURRENT ENVIRONMENT

The information provided in this section describes the current state of the elevator units and maintenance program in place on the University's campus. This information is intended to provide potential bidders with sufficient background detail to provide the best bid possible.

- To the best knowledge of the University, all units have the necessary controller software installed.
- The University does not perform any elevator maintenance in house, nor are any spare parts stocked by the campus; all services are performed by the Vendor.
- At present, the University maintenance program utilizes three full-time Vendor employees and requires the same through the award of this IFB.
- The University utilizes a work order system provided by Archibus.
- Currently, all Vendor employees must check in upon arrival and parking of vehicles is coordinated between Facilities Management and the Vendor.
- At present, the elevator in the West Parking Deck is being modernized, and there are plans to enlarge the tower elevator units in the Atkins Library.
- All campus elevators are included in this contract, and presently there are 14 geared, traction units, 52 gearless,

traction units, 4 handicap lifts, and 81 hydraulic units.

- Existing Otis Gen2 units will continue to have belt monitors.
- As necessary, a transition period will be allowed for the awarded Vendor to identify any pre-existing conditions that may impact the resulting contract award.

### 5.3 PROGRAM SPECIFICATIONS

The awarded Vendor will be responsible for the maintenance and repair of the elevators located on the UNC Charlotte campus, both the main campus and the DuBois Center building located in downtown Charlotte, NC. The total number of elevators across UNC Charlotte campus is approximately one hundred fifty (150) units.

The specific scope of this program includes the following:

- 1. Perform all maintenance, tests and inspections required by the most current adopted version of ASME 17.1 and any amendments from the North Carolina elevator code.
- 2. Participate in the annual testing of smoke detection and emergency generator systems performed by the University.
- 3. Test fire service and elevator phones monthly.
- 4. Retrieve items dropped into the pit between 7:00 am and 5:00 pm Monday through Friday.
- 5. Change the lamps in the pits, hoist ways, car tops, and controls on the car tops for elevator cab lighting.
- 6. Provide an annual clean-down for all elevators and lifts. A clean-down is defined as an intensive cleaning of the machine rooms, elevator and lift equipment, and all related accessories.
- 7. Respond, inspect and evaluate the condition of equipment following any flood, weather event, natural or manmade disaster, accident or fire and provide a written report to the University representative.
- 8. All work must be warrantied for a minimum period of at least one (1) year.
- 9. Provide remote monitoring for equipment that can be used with all elevator manufacturers' equipment for a minimum of twenty-five (25) elevators that will monitor the operating status and detect faults in safety equipment and lifting machines.
- 10. Provide standard monthly reports tracking Mean Time Between Failure (MTBF) and downtime for all elevators/lifts. Develop separate maintenance plans to eliminate identified deficiencies. Meet or exceed eighty-five (85) days MTBF for equipment failures that do not include vandalism, acts of God, and rider-caused failures.
- 11. Provide written annual condition assessments for each elevator/lift including a detailed lifecycle assessment of the major components of each as part of an asset management program.
- 12. Provide budget estimates for the renewal/modernization of ten (10) designated elevators annually.
- 13. Provide monthly onsite quality and safety inspections followed by written reports as part of a quality control and safety program that ensures good workmanship and adherence to safety procedures by technicians.
- 14. Provide reachback engineering support and onsite engineer assessments to solve equipment failure trends and downtime events exceeding five (5) days.
- 15. Maintain spare parts and materials for high demand and critical components to reduce repair lead time.
- 16. Possess and use all diagnostic service tools needed to work on every elevator manufacturer's equipment.
- 17. Provide a web-based customer portal system with desktop and mobile applications that allow the University to create work requests, view scheduled and completed maintenance, inspections, callbacks, repairs, and testing. The system shall provide standard monthly reports.

### 5.4 WORK CONDITIONS

- MONITORING: Equipment performance, contract compliance, and vendor's performance and conduct will be periodically monitored by the University Representative. The vendor shall abide by the Representative's reports, suggestions and recommendations, either written or oral, when directly related to this scope of work. The vendor will provide a report of all activities monitored upon request by the University Representative to enable partnership discussions to solve insufficiency problems and trends.
- 2. Standard, normal working hours: Monday through Friday from 7:00 am to 5:00 pm.

- 3. Vendor will be required to provide coverage for technicians who have vacation, sick and/or training time scheduled.
- 4. Vendor will provide coverage during holidays that the University is open for normal business. The University's holiday schedule can be found on the UNC Charlotte Human Resources website <u>https://hr.charlotte.edu/</u>.
- 5. Onsite technicians will respond immediately to emergency calls and entrapments during normal working hours.
- 6. Respond to nuisance calls between 7:00 am and 5:00 pm Monday through Friday. Examples of nuisance calls include running on arrival, trash in the door track, fire alarm activations, and pushed-in buttons.
- 7. Respond to after-hours emergency calls within one (1) hour of notification.
- 8. The vendor will provide standby coverage for events such as graduation, football games, and student move-ins.
- 9. The University will only pay for one (1) hour of travel time per occurrence for calls outside of normal business hours. Normal business hours are considered to be Monday through Friday, 7:00am through 5:00pm.
- 10. Removal of elevators/lifts from service shall be coordinated with, and approved by, the University representative.
- 11. When responding to callbacks after hours, technicians must call the University representative for assistance with access to the building.
- 12. The vendor is responsible for protecting the public while elevators are in a non-fully operational status, including during maintenance and repairs.
- 13. The vendor shall maintain a set of wiring diagrams for each elevator or lift in the associated machine room at all times.
- 14. All vendor vehicles must clearly display the vendor's company name on the vehicle.
- 15. Vendors must obtain and display a vendor parking permit on their mirror or front windshield at all times. These can be obtained by the awarded vendor from Facilities Management.
- 16. The University Representative reserves the right to give direction directly to the on-site technicians for service calls. The on-site technicians are to take direction only from the designated University Representative.
- 17. The vendor may not alter any elevator or lift equipment without express written consent.
- 18. Vendor must abide by University Policy 719 on Access Control. Policy can be found at <u>legal.charlotte.edu/policies/up-719</u>.
- 19. Approximately six (6) months prior to the end of the then current contract term, the University Representative and vendor shall review equipment on this contract for any deficiencies so they can be corrected before the end of the then current contract term.
- 20. Within thirty (30) days of receiving notice of award, the vendor shall provide a preventative maintenance program schedule.
- 21. A complete condition assessment and safety inspection program schedule must be provided within one hundred twenty (120) days of award for all elevators and lifts.
- 22. Unless otherwise stated, repairs determined by the University to be due to vandalism, obsolescence, acts of God, natural disasters, or improper use of equipment will be paid to the vendor at the negotiated rates.
- 23. The vendor shall be responsible for disposal of all waste in accordance with local, state, and federal requirements.
- 24. Elevators or lifts must be restored to safe operation quickly due to the nature of the University's business and will be subject to liquidated damages if not restored within seven (7) business days.

### 5.5 PERSONNEL REQUIREMENTS

- 1. Technicians assigned to the University shall have completed a NAEC CET Training Program or equivalent and have a minimum of seven (7) years of elevator experience.
- 2. Technicians assigned to the University shall have experience working on GAL, Kone, Otis, Schindler, Smartrise, Southern and TK Elevators.
- 3. The direct supervisor assigned to the University's program shall have a minimum of ten (10) years of elevator experience.
- 4. All technicians must have a smart phone to communicate with the University via calls, texts, and emails.
- 5. Technicians may not work on campus while consuming or impaired by drugs, alcohol, or any other substance; there is zero tolerance for violations. Smoking will only be allowed in designated areas as identified by the University.

- 6. Employees must wear a company uniform that is neat, clean, and clearly displays the vendor's name; an ID badge or other form of personal identification must be available at all times.
- 7. The vendor shall, upon the written request of the University, discharge any person in his employ who appears to the University to be disorderly, careless, incompetent, or to be in violation of any of the terms of the Contract.
- 8. Provide a minimum of three (3) dedicated technicians to the university program.
- 9. Vendor must have a minimum of two (2) repair teams separate from the technicians assigned to the University program that are available locally to assist with any significant repairs requiring greater than one (1) day of labor.

### 5.6 WORKMANSHIP

- 1. The vendor shall keep the exterior of all machinery that is subject to rust painted with heat resistant enamel and presentable at all times.
- 2. The vendor shall maintain all elevator and lift equipment with enclosures, pits, machine rooms, and assigned workspaces clean and orderly, free of dirt, dust, and debris; pits and machine spaces shall be kept dry and clean.
- 3. The vendor shall provide all necessary tools and diagnostic equipment as required for proper repair and maintenance of the elevators/lifts.
- 4. All materials, tools, equipment, etc., utilized by the vendor shall be removed from campus or safely stored in an agreed upon location. The University is not responsible for the theft or damage to the vendor's property.
- 5. The vendor shall be responsible for giving immediate verbal and/or written notice to the University representative of any condition discovered that may present a hazard to either the equipment or passengers.

### 5.7 REQUIRED DOCUMENTATION

The following information and documentation shall be provided with response to the IFB. The submitted information will become a part of the awarded Contract. The final required reports will be approved after award and reported on in Section 6, Status Reports.

- 1. Sample of a complete Maintenance Control Plan (MCP) for each lift type including hydraulic, traction and handicap lifts, including tasks and frequencies of each task. The final, actual MCP specific to UNC Charlotte will be finalized with the awarded Vendor.
- 2. Documentation verifying technician's experience servicing the elevator manufacturers named in this IFB per section 5.5. Documentation may include, but not be limited to, resumes, licenses, certifications, or other similar attestations that verify the required experience level.
- 3. Attestation verifying the vendor possesses the necessary tools, equipment, and software to service all elevators named in this IFB per Section 5.3; this includes both the Otis Bluetool and TKE IMS tool.
- 4. Copy of the vendor's safety policy. Vendor policy must be equal to or greater than the University's Policy 703 as provided by Environmental Health and Safety. Policy can be found at <u>legal.charlotte.edu/policies/up-703</u>.
- 5. Sample report that tracks Mean Time Between Failure (MTBF) and downtime per elevator along with a description of vendor's reliability management program, per Section 5.3.
- 6. Sample report for elevator condition assessment and component lifecycle assessment along with a description of vendor's asset management program, per Section 5.4.
- Sample report of monthly onsite quality and safety inspections along with a description of the program, per Section 5.4
- 8. Description of vendor's engineering support program for solving equipment failure trends and providing onsite assessments to improve equipment reliability, per Section 5.3.
- 9. Description of vendor's remote elevator monitoring systems that will be installed in campus elevators.

### 5.8 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

### 5.9 **DEVIATIONS**

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

### 6.0 CONTRACT ADMINISTRATION

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

UNC Charlotte's Contract Representative: David Smith

### 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 a single point of contact for customer service. The customer service representative shall be the State's point of contact for customer service-related issues.

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

### 6.2 INVOICES

Vendor shall invoice the University monthly. Invoices shall include detailed information to allow the University to verify pricing at point of receipt matches the correct price from the contract. The following fields shall be included on all invoices, as relevant:

- 1. Invoices for services within the scope of this IFB shall include:
  - a. Separate invoices for Reimbursable and Non-reimbursable elevators (Reimbursable elevators are the ones that are the buildings that pay Facilities Management to maintain the buildings. These are Athletics, Auxiliary Services (Dining), Cone Center, Housing, Parking, Student Activity Center, Student Health, Student Union, and University Recreation Center. Non-reimbursable elevators are the ones in Academic and Office Buildings.)
  - b. Elevators shall be listed by building location
  - c. Notes to document the addition, suspension, reinstatement, cancelation, etc. of elevators/lifts during the invoice period
  - d. The itemized cost and subtotal of elevators/lifts that are suspended or canceled as a negative total.
- 2. Invoices for services rendered that are outside the scope of this IFB shall include:
  - a. Separate invoices for Reimbursable and Non-reimbursable elevators/lifts (Reimbursable elevators are the ones that are the buildings that pay Facilities Management to maintain the buildings. These are Athletics, Auxiliary Services (Dining), Cone Center, Housing, Parking, Student Activity Center, Student Health, Student Union, and University Recreation Center. Non-reimbursable elevators are the ones in Academic and Office Buildings.)
  - b. Elevators shall be listed by building location
  - c. The name of the University employee that placed the service call
  - d. Date and time of call
  - e. Description of work completed and reason it is out of scope
  - f. Itemized breakdown of labor rates, materials, and other charges
  - g. Name of mechanic that performed work
  - h. A copy of the time ticket

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

### 6.3 POST AWARD CONTRACT REVIEW MEETINGS

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

### 6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

### 6.5 STATUS REPORTS

The Vendor shall be required to provide reports to the designated Contract Manager on a specific periodic basis. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the University. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

- 1. Monthly Report that tracks Mean Time Between Failure (MTBF) and downtime per elevator along with a description of vendor's reliability management program.
- 2. Monthly Onsite quality and safety inspections along with a description of the program.
- 3. Annually Report for elevator condition assessment and component lifecycle assessment along with a description of vendor's asset management program.
- 4. Annually Budget estimates for the renewal/modernization of ten (10) designated elevators

### 6.6 WARRANTY

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will be for a minimum period of one (1) year from date equipment is put into operation or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? \_\_\_\_\_ YES \_\_\_\_\_ NO

Will the Vendor provide warranty service? \_\_\_\_\_ YES \_\_\_\_\_ NO, a manufacturer-authorized third party will perform

warranty service.

Contact information for warranty service provider:

Company Name:	
Company Address:	
Contact Person (name):	
Contact Person (phone number):	
Contact Person (email):	

### 6.7 ACCEPTANCE OF WORK

Performance of the work and 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

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hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

### 6.8 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

- 1. Performance Bond: Awarded vendor is required to provide a performance bond equal to 100% of the annual value of the contract. Performance bond shall be provided on an annual basis throughout the term of the contract and shall cover all repair projects engaged via this contract.
- 2. Liquidated Damages: Any elevator/lift outage that is not restored within seven (7) calendar days will accrue liquidated damages of two hundred fifty dollars (\$250.00) per day, per occurrence, until restored to service.

### 6.9 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 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.

### 6.10 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.

### 6.11 CONTRACT CHANGES

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

### The remainder of this page is intentionally left blank

### ATTACHMENT A: PRICING FORM

Vendor shall furnish all necessary parts, labor, transportation, equipment, tools, materials and supplies as may be required to provide Elevator Maintenance and Repair Services for the University of North Carolina at Charlotte per bid requirements and specifications herein.

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

Description	Hourly Rate	Monthly Cost	Annual Cost
Complete Elevator Maintenance and Service Program	N/A	\$	\$
Non-contract work during normal business hours	\$	N/A	N/A
Non-contract work outside of normal business hours (nights, weekends, & holidays)	\$	N/A	N/A
Standby coverage	\$	N/A	N/A

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

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

ATTACHMENTS B THROUGH G CAN BE ACCESSED FROM THIS LINK:

https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms

### ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors are incorporated herein by this reference.

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

The North Carolina General Terms and Conditions are incorporated herein by this reference.

### ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form.

### ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference form.

### ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor form.

### ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition form.

### **ATTACHMENT H: EQUIPMENT LIST**

The equipment list associated with this IFB can be found at: <u>https://drive.google.com/drive/folders/1J8ygoYzSPm28glxjv6KkEbAJfq41iRwp?usp=sharing</u>

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