



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #: 66-25001 SB

Elevator Maintenance and Repair Services

Date of Issue: Tuesday, August 27, 2024

Proposal Due Date:

Wednesday, September 25, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Scott Brechtel

Director of Materials Management

Email: sjbrecht@charlotte.edu



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

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Request for Proposal #

66-25001 SB

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
University of North Carolina at Charlotte

Refer <u>ALL</u> Inquiries regarding this RFP to: Scott Brechtel sjbrecht@charlotte.edu	Request for Proposal #: 66-25001 SB
	Proposals will be received until: Wednesday, September 25, 2024 at 2:00 PM ET

EXECUTION

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

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

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

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

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

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-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 CANNOT and will NOT be accepted.

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

Proposal Number: 66-25001 SB

Vendor: _____

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 in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

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

The attached certification, by _____.

(Authorized Representative of UNC Charlotte)

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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

Enrollment is approximately 30,000 with 19 percent of the students pursuing graduate degrees. The University is expected to experience continued growth for the foreseeable future.

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 RFP, 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 four (4) years, beginning on the date established at final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional two-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 to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

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

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and

specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Tuesday, August 27, 2024
Hold Mandatory Pre-Proposal Meeting/Site Visit	State	Tuesday, September 3, 2024 @ 10:30 AM ET
Submit Written Questions	Vendor	Thursday, September 5, 2024 @ 3:00 PM ET
Provide Response to Questions	State	Tuesday, September 10, 2024
Submit Proposals	Vendor	Wednesday, September 25, 2024 @ 2:00 PM ET
Contract Award	State	Thursday, October 31, 2024
Contract Start Date	Both	Sunday, December 1, 2024

2.4.1 MANDATORY SITE VISIT

Date: Tuesday, September 3, 2024
 Time: 10:30 AM Eastern Time
 Location: UNC Charlotte
 Facilities Operations (FOPS) – Building #92
 Room 123A
 9643 Poplar Lane
 Charlotte, NC 28223
 Contact #: Scott Brechtel; 704-687-7329

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. A campus map is available at <https://facilities.charlotte.edu/our-services/maps/printable-campus-maps> and Vendors are strongly encouraged to arrive early because parking on campus is difficult to obtain. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

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

2.5 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 sjbrecht@charlotte.edu by the date and time specified above. Vendors should enter "RFP # 66-25001 SB: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to **the electronic Vendor Portal (eVP), <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. Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received via the eVP as described in this RFP by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any proposal or portion thereof received or attempted to be submitted after the proposal submission deadline will be rejected.

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

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

This will be a One-Step proposal process:

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

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. If the Vendor does not provide a redacted version of the proposal with its proposal submission, the University may release an unredacted version if an open records request is received. Simply labeling the proposal document or any of its pages as "confidential" is not sufficient; a redacted copy is required. 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.

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:

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

2.8 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 #66-25001 SB for ‘name of Vendor’”. Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

AHJ: Authority Having Jurisdiction.

ASME: American Society of Mechanical Engineers.

FM: Facilities Management

MCP: Maintenance Control Program

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 4:30 pm Monday through Friday.

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

UNIVERSITY REPRESENTATIVE(S): Representative in Facilities Operations working with the Elevator Vendor.

UNIVERSITY CONTRACT ADMINISTRATOR: Member of Materials Management coordinating the contract.

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 award will be made to the Vendor meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a proposal to this RFP, including its employees, agents, sub-Vendors, 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 sub-Vendor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

3.4 EVALUATION CRITERIA

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

Vendor Background/References 10%

- Years in operation and evidence of financial soundness
- Responses from references

Program Requirements 40%

- Proposed Maintenance Control Plan
 - Traction elevators
 - Hydraulic elevators
 - Lifts
 - Inspections/testing
 - Sample plan
- Reports proposed
 - Service records sample
- Tools used to demonstrate elevator reliability
- Response times and addressing emergency issues
- Replacement parts program
- Software and system management
 - Ability to work on all specified elevator manufacturers
 - Service Tools to work on all elevators, such as Blue Tool for Otis and IMS for TK Elevators
- Quality control program and service guarantees
- Accident investigation procedures
- Additionally proposed value-added options

Vendor Requirements

20%

- Service team and service manager proposed to service the University
- Size of labor pool available for service in local office
- Number of repair teams available in the local office
- Depth of service experience in the industry
- Proximity of the location/office proposed to service the University

Cost

30%

- Annual cost for maintenance program

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

The proposal with the lowest cost will receive a score of 30. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$\frac{\text{Financial Proposal Points Available (30)}}{\text{the cost of the lowest cost proposal}} \times \frac{\text{the cost of the cost proposal being evaluated}}{\text{the cost of the lowest cost proposal}}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear

about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 COST PROPOSAL

Price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: FINANCIAL PROPOSAL and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract. Please base your primary cost proposal on providing three (3) full-time on-site mechanics, M-F, during normal business hours. ATTACHMENT A: Cost Proposal can be found at the following link:

<https://drive.google.com/drive/folders/1fXJMpbgVQCbs0TrlqGxuWQwrdv3e6rsq?usp=sharing>

4.2 FINANCIAL STABILITY

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

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

4.3 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 sub-Vendors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. The University is interested in gauging the level of experience held by Vendors both in a comparable university environment and with customers who have a similar number of elevators in their program. Vendors should also present comparable experience with customers served out of the Charlotte (or closest) office.

4.5 REFERENCES

Vendor shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State 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. The University is interested in gauging the level of experience held by Vendors both in a comparable university environment and with customers who have a similar number of elevators in their program. It is preferred that references be from comparable university customers and customers with a similar number of elevator units in their program.

4.6 BACKGROUND CHECKS

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

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 sub-Vendor(s) that may be approved by the State. Names of any third-party Vendors or sub-Vendors 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 sub-Vendor(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 into 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 SCOPE OF WORK

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 Existing Elevators and Escalators, ASME 18.1 Safety Standard for Platform Lifts and Stairway Chairlifts, 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 and have a minimum of five (5) years of experience on the specific type and complexity of equipment noted in the schedule of equipment. Helpers shall be certified with a minimum of three (3) years of experience.

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 respondents with sufficient background detail to provide the best proposal 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 envisions a similar arrangement through the award of this RFP.
- 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.
- Typically, the University has an after-hours circumstance requiring Vendor assistance approximately once per month. The Vendor is contacted via telephone or web-based application to come address the situation.
- 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 REQUIREMENTS

A. MAINTENANCE CONTROL PLAN

1. SCHEDULE

- a. Within thirty (30) days of receiving notice of award, the Vendor shall provide a schedule for the preventative maintenance program for the elevators and lift systems for University approval. All lubricating grease/oils must be in keeping with the manufacturer’s suggested brands or be an acceptable alternate.
- b. The contactor’s proposal package shall include samples of a proposed written Maintenance Control Program, in accordance with the requirements set forth in most current codes listed in this RFP. The samples to be provided shall include a sample for a hydraulic, geared traction, gearless traction, machine room less (MRL) and lift. If the samples are incomplete, the proposal may be rejected. The awarded vendor shall submit a final version for approval within thirty (30) days of contract award.

2. DOCUMENTATION

- a. The Vendor will be responsible for maintaining a full set of MCPs for each piece of equipment. The Vendor is responsible for keeping the MCPs updated on an annual basis. The Vendor must fully adhere to the most stringent of the recently adopted version codes listed in this RFP, or the Original Equipment Manufacturer’s instructions.
- b. The Vendor shall provide and keep service records, in accordance with the Maintenance Control Program, as required to be posted in each machine room for each of the elevators/lifts. Vendor will include with its proposal an example of the service records. Each record entry shall include the following information:
 - i. Site location.
 - ii. Identification of elevator.
 - iii. State elevator number
 - iv. Date and time of service.
 - v. Description of the repair/service performed.
 - vi. Statement of the status of the service and maintenance work performed.
 - vii. Name of the Vendor’s Mechanic who performed the service.
 - viii. Signature of the Vendor’s Mechanic who performed the service

3. MAINTENANCE SERVICE RECORDS

- a. The Vendor shall provide and maintain check charts in compliance with currently adopted code requirements. All check charts required by code and/or regulation and repair logs in elevator or lift machine room. Charts must show all maintenance and repair performed, including dates, nature of work, parts, components, lubricants, and fluids utilized to perform such maintenance or repairs. Also include any OEM recommended maintenance checks. Upon completion of maintenance, the Vendor shall properly enter the required information on the chart to indicate work has been completed.

B. MAINTENANCE

1. GENERAL PREVENTATIVE MAINTENANCE

- a. The Vendor, in their sample MCP that is submitted with their proposal, will specify what steps are done in the General Routine Maintenance to ensure that each elevator and lift are maintained within guidelines in all the current codes as listed in this RFP.
- b. The Vendor will specify frequency intervals (i.e. Weekly, Monthly, Quarterly, Semi-Annual, and Annual) for each task.
- c. The Vendor will specify how they plan on incorporating Reliability Based Maintenance into the maintenance of each elevator.
- d. Specify the tools used by the Vendor to demonstrate the reliability of the elevators.
- e. The Vendor will perform Monthly Fire Service Testing and keep documentation near the elevator and share electronically if requested with University Representative(s).
- f. The Vendor will perform Monthly Elevator Phone Testing and keep documentation near the elevator and share electronically, if requested, with University Representative(s).

- g. Vendor must provide confirmation of their mechanic’s experience in servicing elevators from TK Elevator, Dover Elevator, Kone Elevator, Southern Elevator, Schindler Elevator, Otis Elevator, Smartrise, and GAL.
 - h. Confirmation that Vendor has the appropriate tool(s) to service all elevators must be provided.
 - i. Proposals shall contain information regarding any other value-added options that can be provided by the Vendor to make the elevator maintenance program more efficient and effective. These options are those which would be in addition to those required in this RFP.
- 2. ELECTRIC ELEVATOR (TRACTION) MAINTENANCE SERVICE
 - a. The Vendor, in their MCP that is submitted with their proposal, will specify what steps are done in the Electric Elevator Maintenance to ensure that each elevator and lift are maintained within guidelines in all the current codes as listed in this RFP.
 - b. The Vendor will specify frequency intervals (i.e. Weekly, Monthly, Quarterly, Semi Annual, and Annual) for each task.
 - c. The Vendor will specify how they plan on incorporating Reliability Based Maintenance into the maintenance of each elevator.
- 3. HYDRAULIC ELEVATOR MAINTENANCE SERVICE
 - a. The Vendor, in their MCP that is submitted with their proposal, will specify what steps are done in the Hydraulic Elevator Maintenance to ensure that each elevator and lift are maintained within guidelines in all the current codes as listed in this RFP.
 - b. The Vendor will specify frequency intervals (i.e. Weekly, Monthly, Quarterly, Semi Annual, and Annual) for each task.
 - c. The Vendor will specify how they plan on incorporating Reliability Based Maintenance into the maintenance of each elevator.
 - d. The Vendor will work with a third-party company to collect oil samples and help the University send for testing and follow recommendations as needed.
- 4. LIFT MAINTENANCE
 - a. The Vendor, in their MCP that is submitted with their proposal, will specify what steps are done in the Hydraulic Elevator Maintenance to ensure that each elevator and lift are maintained within guidelines in all the current codes as listed in this RFP.
 - b. The Vendor will specify frequency intervals (i.e. Weekly, Monthly, Quarterly, Semi Annual, and Annual) for each task.
 - c. The Vendor will specify how they plan on incorporating Reliability Based Maintenance into the maintenance of each elevator.
- 5. INSPECTIONS AND TESTS – ELEVATORS AND LIFTS
 - a. All service and repair work shall be performed in compliance with the most current adopted standards as listed in this RFP and shall be subject to safety inspection by the University or its representative. The Vendor shall perform all inspections of the elevators and lifts as required by the most current adopted standards as listed in this RFP. The Vendor shall periodically examine and test all safety devices, governors, oil buffers, etc. and shall make formal safety tests and inspections as required and outlined in this RFP. Tests performed annually and at five-year periods will be scheduled to comply with the annual and five-year intervals specified in this RFP. The University must be notified in advance and may attend any scheduled tests. Within thirty (30) days of a notice of violation, Vendor shall conduct required tests on any elevator or lift that is not in compliance, and repair or remedy all other violations noted by any DOL inspections.
 - b. After completion of the required safety and buffer tests, the Vendor shall submit a document to the University Designated Representative, on the Vendor’s standard form, indicating the following information as appropriate:
 - i. Type of test.
 - ii. Name of organization performing test.
 - iii. Address of the facility being tested.
 - iv. Elevator/Lift identification number.
 - v. Car capacity.
 - vi. Speed.

- vii. Type of elevator/lift.
 - viii. Type of machine.
 - ix. Manufacturer of Safety.
 - x. Type of Safety.
 - xi. Indication that governor has been checked for proper tripping speed and that the overspeed switch is functional.
 - xii. Type, size, and condition of governor rope before and after test.
 - xiii. Load at which safety was tested.
 - xiv. Speed at which governor tripped.
 - xv. Length of marks on each guide rail made by safety jaws.
 - xvi. Number of turns remaining on Drum.
 - xvii. Did car or counterweight set level?
 - xviii. Did governor set satisfactorily?
 - xix. Was governor calibrated? At what speed?
 - xx. Was safety test satisfactory?
 - xxi. At what speed and load were buffers tested?
 - xxii. Was oil level satisfactory after test?
 - xxiii. Indicate plunger compression return time.
 - xxiv. Indicate date test was made.
 - xxv. Signature of individual performing tests.
 - xxvi. Any additional applicable remark.
 - xxvii. Name of the employee witnessing the tests.
 - xxviii. Dates, seals, tags for placement of equipment.
 - xxix. List of code violations and corrective actions taken.
- c. After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators/Lifts shall not be placed in service until all tests, checks and adjustments are complete and units are in proper working condition. The Vendor will not be held responsible for any damage to the building and equipment caused by these tests unless such damage is a result of Vendor's negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Vendor.
 - d. Vendor shall participate in the annual testing of smoke detection and emergency generator systems, as applicable, with the University. In order to meet the requirements of the test, the University shall be responsible for any costs associated with their own work force. The Vendor shall be responsible for all their costs associated with these tests and acknowledge that they will perform this service at no additional cost to the University.
 - e. The University shall, at all times, have the right to make inspections of elevators/lifts and the work of the Vendor, and the Vendor agrees to perform maintenance work and make repairs deemed necessary by the University. The Vendor agrees to provide all necessary support personnel for such inspections when deemed necessary by the University Designated Representative, at no cost to the University.
 - f. The Vendor's manager or supervisor shall be responsible for responding to any accident involving an injury that requires medical attention and any elevator entrapments in which police/fire department respond and/or injuries occur.
 - g. The Vendor, at the University's direction, must respond to inspect and evaluate the condition of equipment following any flood, weather problem, natural or manmade disaster, accident, or fire, and respond in writing accordingly to University Designated Representative.
 - h. The Vendor shall support any and all recertification-inspections with the DOL or AHJ upon returning elevator or lift systems to code compliance at no cost to the university.
 - i. Visual Inspections - Visual inspections of elevators and lift systems will be performed by the university. Vendor may be required to establish a schedule to accommodate these inspections with no impact to maintenance activities or service call responses. Visual inspections are to be done during normal daily work hours. Information is to be logged for the university immediately upon completion.

- j. The Vendor shall perform all periodic tests in accordance with current codes as listed in this RFP, to include but not be limited to:
 - i. Annual testing: The Contactor will perform the annual testing.
 - ii. Annual Inspections: On an annual basis, the Vendor will participate and assist the AHJ in visual inspections of all elevators and lifts.
 - iii. Testing: The AHJ may witness and certify tests to be performed by Vendor of all Elevators and Lifts:
 - 1. No Load test: One (1) time per year.
 - 2. Full Load test: One (1) time every five (5) years.
 - iv. Fire Service Tests: The Vendor shall perform the annual fire service tests in conjunction with the campus personnel and witnessed by the AHJ.
- k. The Vendor shall keep the elevators and lifts maintained to operate at the designed speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain the designed door opening and door closing times, within legal limits.
- l. The University Designated Representative or his designee reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators or lifts are deficient either electrically or mechanically, the Vendor will be notified of these deficiencies in writing, and it shall be their responsibility to make the necessary corrections within fifteen (15) calendar days after receipt of such notice. In the event that the deficiencies have not been corrected within fifteen (15) calendar days, the University may terminate the Contract and employ a new Vendor to make the correction at the original Vendor's expense.
- m. Approximately six (6) months prior to the end of the then current contract term, the University Designated Representative or his designee will make a thorough maintenance inspection of all equipment covered under the contract. At the conclusion of this inspection, the University shall give the Vendor written notice of any deficiencies found. The Vendor shall be responsible for correction of these deficiencies (includes any requiring recertification by the DOL or the AHJ) within thirty (30) calendar days after his receipt of such notice. Vendor assistance may be required for these inspections, and the Vendor will provide such assistance at no cost to the University.

6. REPORTS AND/OR INVESTIGATIONS

- a. Vendor shall submit a monthly report that includes how many maintenance hours were used on each piece of equipment for the month. These hours are only for time used performing routine maintenance, any repair time should not be added to this report. The Vendor must also submit all mechanic tickets for any work performed at the University, this includes routine maintenance, annual clean-downs, inspections, and repairs.
- b. The Vendor shall keep a weekly report of its preventative, predictive maintenance, repairs, and inspection work performed on the elevators and lift systems. Electronic copies of said reports shall be forwarded to the University's Designated Representative monthly prior to invoicing.
- c. For any work or inspection performed, including for preventive maintenance requested by the University, the report shall contain the following information:
 - i. Incident (any event requiring the Vendor's care and attention).
 - ii. Dates and Incident Number.
 - iii. The location of the equipment.
 - iv. Date and time of starting and finishing the work.
 - v. The condition discovered by the inspection.
 - vi. Materials Used: a complete description of major components(s) repaired or replaced.
 - vii. Indicate if the incident reported was the result of vandalism.
 - viii. The identification number and/ or name of the workman who performed the inspection and/or repair.
 - ix. A monthly report summarizing maintenance on each elevator, lift, and lift system.
- d. The University shall be provided with written quarterly elevator fitness and evaluation reports including recommendations for immediate and future repair/replacement of parts affecting overall service and safety as well as elevator cab appearance. The Vendor shall maintain and make available to the university, complete, orderly, and chronological filed, records, including drawings, parts lists, wiring diagrams, log of callbacks and

repair services to each elevator and lift. A final elevator fitness and evaluation report shall be provided to the university at the conclusion of the contract as part of the closeout.

- e. Accident and Safety Reports and Investigations
 - i. In the event of any accident, emergency or other non-routine event, Vendor shall immediately notify the University's Designated Representative or Designee. Vendor shall prepare all reports of such incidents as set forth in this Agreement and shall prepare all reports of such incidents required by the University. Vendor shall provide copies of initial reports to University within twenty-four (24) hours after the accident or other event involved. Vendor shall comply with all applicable laws and regulations in the case of any accident.
 - ii. In the event of any accident described in the paragraph above, the Vendor shall investigate to determine the cause of such accident. The investigation shall be carried out in accordance with Vendor's existing procedures and all results shall be provided to the University.
 - iii. The University will conduct its own investigation and will require the assistance and cooperation of the Vendor at no additional cost.
 - iv. The Vendor shall furnish the University with reports of any accident of which the Vendor has knowledge, where the accident occurred on an elevator or lift or is in any way referable to the elevators and lifts. In the event of an accident, the Vendor will furnish a report containing statements as to the condition of the machine, repairs made at the time, and such other information as may be required by the University.
 - v. If and when required by the University, the Vendor shall appear and/or provide assistance in connection with litigation concerning the work, as permitted by law.
 - vi. The Vendor shall submit a copy of their accident investigation procedure with their proposal.
 - vii. Equipment associated with any accident, emergency or other non-routine event must remain out of service until clearance is provided by the University Designated Representative, or designee. For accidents resulting in injuries beyond first aid, the Department of Labor must be notified by the University Office of Environmental Health and Safety and an inspection/investigation be completed prior to returning equipment to service.

7. RESPONSE AND REPAIR TIME REQUIREMENTS

- a. Continuity of Operations/Service:
 - i. It is the intent of this contract to minimize elevator/lift downtime and removal from service. If an elevator is out of service for more than forty-eight (48) hours, the Vendor may be assessed penalties or fines. Adequate documentation supporting any delay in completing repairs shall be provided to the University Designated Representative for consideration and approval. Vendor labor is not considered an exception.
- b. Emergency Calls:
 - i. Types of emergencies requiring fast track response time:
 - Person(s) trapped in an elevator.
 - Elevator moving without car doors fully closed.
 - Elevator doors open on any floor without the elevator at that level.
 - Any elevator condition or situation that, if not corrected promptly, could lead to serious injury or damage to University equipment.
 - ii. The University will designate individuals authorized to place service and emergency calls.
 - iii. These emergency services shall be performed as part of this contract without additional charge. The Vendor shall provide the University with names and telephone numbers of the persons to be contacted in case of emergency.
 - iv. Emergency Calls for entrapments includes any elevator in a University owned facility regardless of whether or not it is currently under warranty by the manufacturer or covered under this maintenance program. Elevators that are still under a manufacturer's warranty shall be left out of service upon removing any entrapped individuals and securing any additional hazards to public safety.
 - v. In the event of an entrapment, the Vendor shall dispatch the closest qualified personnel to the job site, regardless of whether the personnel are assigned to this contract, to provide technical support for

extraction of entrapped individuals. Only trained rescue personnel may perform extractions when occupants require assistance to exit the elevator. The response time shall be a maximum of fifteen (15) minutes during normal working hours from receipt of request from the University. After hours the University may use Charlotte Fire Department for Rescue due to response time. Responses to entrapments will be at no additional cost to the University, regardless of the cause of the entrapment.

- vi. Emergency service shall be performed any time as dictated by the nature of the emergency and work shall proceed continuously, parts availability permitting, until the elevator or lift is restored to service. The University Designated Representative may at their discretion permit work to be postponed to the next business day as dictated by the nature of the emergency.
 - vii. All travel time costs and “truck” charges for Emergency call outs shall be included in the contract and will not be an additional charge to the University.
 - viii. Travel Time for Work Outside Contract. The University will pay for up to 1-hour travel time per occurrence for calls outside of the contract.
 - ix. Emergency “callbacks” after hours are not part of this contract and will be at additional cost.
 - x. The Vendor shall be responsible for substantiating any service which is deemed to be beyond the control of the Vendor. All such services which are charged to the University must show a date and time when the service was rendered on a mechanic's time ticket and such tickets must be signed and submitted to the University in order for the service to be honored. The information noted on each time ticket must be representative of the data information entered by the Vendor on the logs maintained on site.
- c. Non-Emergency Calls:
- i. Received between 7:00am and 4:30pm, Monday through Friday shall be investigated within two (2) hours. All other non-emergency calls shall be investigated within the first two hours of the next scheduled workday. Exception: unless waiting until the next business day will leave the elevator out of service over forty-eight (48) hours and compromise continuity of operations. It will be at the sole discretion of the University Designated representative if a delay in investigation is acceptable over a weekend. The Vendor shall provide a daily status report until the repair is complete.
 - ii. Repairs should be completed within twenty-four (24) hours. Repairs requiring more than twenty-four (24) hours shall be brought to the attention of the University Designated Representative, with daily status reports.
 - iii. Repairs requiring more than forty-eight (48) hours require a detailed plan provided to the University Designated Representative including why the repair will take more than forty-eight (48) hours and what steps will be taken.
 - iv. All non-emergency work under this contract may not be started without the University Designated Representative authorization and must be scheduled with the University Designated Representative.
 - v. All travel time costs and “truck” charges for Non-Emergency service calls shall be included in the contract and will not be an additional charge to the University.
 - vi. Travel Time for Work Outside Contract. The university will pay for up to one (1) hour travel time per occurrence for calls outside of the contract.
- d. Removal of equipment from service for inspections, trouble shooting, minor or major repairs, shall be coordinated to not negatively impact any University events. Any routine service on all other elevators which requires more than one (1) elevator, in a building, to be taken out of service shall be accomplished outside of normal working hours. This work shall be coordinated with the University Designated Representative. The University Designated Representative will send out the proper notifications to campus stakeholders.
- e. If for any reason an elevator or lift should be out of service for more than the usual trouble shooting time of thirty to sixty (30 to 60) minutes, the Vendor shall notify the University Designated Representative when the elevator or lift was taken out of service, the reason why and what time the unit is expected to be put back in service for proper and safe operation.

8. WIRING DIAGRAMS

- a. The Vendor shall maintain updated wiring diagrams for each elevator and lift; these shall be made available to the university upon request and at no charge to the university. The Vendor shall have in their possession at all

times, the necessary wiring diagrams needed for performance of service to each elevator and lift. All wiring diagrams shall remain the property of the University and shall not be removed from machine room.

9. EQUIPMENT, WIRING, AND CIRCUIT CHANGES

- a. The Vendor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing by the University’s Designated Representative as hereinafter provided. The Vendor shall submit any proposed change to the University’s Designated Representative for approval. This submission shall include complete, neatly prepared, drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change, the Vendor shall at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, Vendor shall provide the University’s Designated Representative with drawings showing detailed modifications.

10. ADDITIONAL REQUIREMENTS

- a. Vendor shall submit in electronic format the following information within ninety (90) days of the award of this contract.
 - i. An MCP for all vertical transportation equipment covered by this contract, in accordance with the most current adopted codes as listed in this RFP. The MCPs shall be updated by the Vendor on an annual basis and provided to the University Designated Representative. The MCPs shall be made available to inspectors, and any authority having jurisdiction (AHJ) upon request. The MCPs shall remain on-site and shall not be removed from University premises.
 - ii. A detailed staffing plan describing available resources and how they will be allocated to meet the performance requirements of this contract. This plan shall include the following information:
 - 1. How staff will be directed to meet the specific requirements of the elevators and lifts systems for scheduled preventative maintenance, predictive maintenance, and emergency maintenance.
 - 2. Daily operating and emergency ours
 - 3. Specific personnel assigned to UNC Charlotte.
 - 4. Administrative staff support.
 - 5. Those interfacing with the University staff.
 - 6. Brief description of job responsibilities.
 - iii. A detailed parts book(s) showing the MSRP for parts and materials normally used in the course of providing the services listed in the Scope of Work.
 - iv. A detailed Standard Operating Procedure (SOP) in an electronic file in MS Office format, shall be submitted and organized into the following sections for easy access to required information and will be supplemented by Figures and Tables for clarity:
 - 1. Introductions
 - 2. Detailed System and Equipment Start-Up Procedures
 - 3. Detailed Systems and Equipment Shutdown Procedures
 - 4. Systems and Equipment Monitoring Procedures
 - 5. System and Equipment Troubleshooting Procedures
 - 6. Inspection and Other Special Procedures; and
 - 7. Safety Procedures.
 - v. A scheduled, predictive, and preventative maintenance program as required in this contract. Required scheduled maintenance hours must be specifically addressed.
 - vi. The schedule of maintenance work requests should be shared with the University with as much notice as possible so that work requests can be either manually entered, or a schedule created in its Computerized Maintenance Management System.
- b. The Vendor agrees not to assign or subcontract any of the work or obligations required under this contract unless it obtains the written consent of the University, which may be withheld for good cause.

- c. Nothing contained in the specifications shall be construed as creating any contractual relationship between any sub-Vendor and the University.
- d. Vendors shall be fully responsible to the University for the acts and omissions of persons directly employed by the Vendor and any sub-Vendors utilized.
- e. Any and all additional services considered as necessary by the Vendor must be authorized by the University authorized representative prior to the commencement of the service.
- f. Chargeable services must be pre-approved by the University Designated Representative and will then be paid in one-quarter hour increments of on-site service.
- g. Travel hours, mileage, Vendor’s equipment, licensing, permits, overhead, environmental disposal and any other incidental fees will not be permitted under this contract.
- h. The University recognizes regular hours as the hours from 7:00am through 4:30pm Monday through Friday.
- i. Every effort will be made to schedule maintenance and repairs during normal working hours. In the event that maintenance or repairs under the requirements of this contract must be scheduled after hours due to business requirements, the Vendor shall perform the afterhours work at no additional costs to the University.

5.4 VENDOR REQUIREMENTS

1. QUALIFICATIONS OF OFFERORS

- a. The importance of maintaining the elevator equipment in these buildings in line with its originally designed rated speed, capacity, and performance and in safe operating condition requires the service to be performed by an experienced and competent Elevator Maintenance Vendor who has satisfactorily maintained elevators of the types and to the degree included in these specifications. Vendor must be licensed by the NC State Board of Examiners of Electrical Vendors as a SP-EL (Special Elevator) type Vendor.
- b. Offeror shall furnish with his or her proposal:
 - i. A statement that he or she regularly engaged in the business of installing, maintaining and/or servicing elevators of the types and character of equipment covered by these specifications. Attach a copy of Vendor’s License.
 - ii. A list, including names of personnel directly employed by the offeror, whose responsibility will be performing maintenance under this contract, including training, certifications, and experience each has had in maintaining elevators of the type and manufacturer as covered by these specifications including solid state and microprocessor-based equipment.
 - iii. A detailed description of the plan to meet the requirements of the contract and any other factors concerning the offeror's maintenance program, quality control/assurance program, personnel and service facilities that will substantiate his or her ability to properly maintain the elevators in safe, first-class, reliable and dependable manner.
 - iv. Listing of Firm Location, Date Business Established, Principal(s).

2. VENDOR EMPLOYEES

- a. The Vendor shall appoint a Service Manager to represent the company in administrative dealings with the University. The Service manager shall be familiar with all aspects of elevator maintenance and repair and have at least ten (10) years’ experience in elevator service. The Vendor shall submit copies of the Service Manager’s certifications, experience on the specific type and complexity of equipment noted in the schedule of equipment, and the number of years in the elevator business with the bid package.
- b. Vendor agrees to have a minimum of three (3) dedicated mechanics assigned to the UNC Charlotte campus, during the hours of 7:00 am until 4:30 pm, Monday through Friday. These hours are flexible and may be modified based on event activity or business need. Only these individuals will represent the vendor regarding services for this contract unless otherwise specifically authorized by UNC Charlotte. Without approval by the university the dedicated elevator mechanics cannot be deployed to other customer locations to respond to emergencies. The personnel assigned to the contract cannot be remove without approval from the University Representative. The Vendor shall submit copies of each mechanics’ s certifications, experience on the specific type and complexity of

- equipment noted in the schedule of equipment, and the number of years in the elevator business with the bid package.
- c. 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 an 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 and have a minimum of five (5) years' experience on the specific type and complexity of equipment noted in the schedule of equipment. Helpers shall be certified with a minimum of three (3) years of experience.
 - d. The above staffing is the minimum requirement. The Vendor must make provisions to cover vacations, sick days, training time, etc. The Vendor must make provisions to cover all scheduled university workdays. If the university's Holiday schedule does not align with the Vendor's scheduled Holidays, it is the Vendor's responsibility to schedule staff in addition to the above-mentioned coverage if needed to meet the requirements of this contract. The schedule can be found on the UNC Charlotte Human Resources web site.
 - e. The dedicated elevator mechanics are considered an essential support component for the university. As such the dedicated elevator mechanics are expected to report to the site during inclement weather unless the university is closed. Failure to report as scheduled can result in penalties/fines being incurred.
 - f. Vendor's employees shall at all times be neatly and cleanly uniformed, at the expense of the Vendor.
 - g. Vendor employees may not work at UNC Charlotte while impaired by drugs or alcohol to the slightest degree. Alcoholic beverages may not be consumed by employees while on work status. Smoking will be allowed in designated areas only as identified by the University.
 - h. Vendor employees shall adhere to the University Security ID/Badge and Access requirements, University-wide Administrative Regulations, and UNC Charlotte guidelines. Violations of these requirements may warrant cause for suspension and/or termination of service.
 - i. Vendor must provide, at its own expense, a smart phone for each onsite Mechanic for the purpose of receiving calls or getting email notifications. All Mechanics must notify the University Designated Representative of their cell phone number.
 - j. The Vendor shall provide to the University Designated Representative a monthly on-call schedule, including names and phone numbers. The on-call schedule shall be provided to the University Designated Representative the last week of each month for the upcoming month and update as needed.
 - k. The Vendor must provide, at its own expense, a laptop or tablet computer for each assigned Mechanic for the purpose of generating reports as required. The computer must have high speed internet connectivity capability along with MS Office software, and e-mail capabilities.
 - l. The dedicated on-site Mechanics may be required to attend any operational, planning, scheduling, etc. meetings at no cost to the University.
 - m. The on-site Mechanics must respond immediately to any Emergency calls entrapments, or any service call placed by the University Designated Representative or Campus Police.
 - n. The University reserves the right to give direction directly to the on-site Mechanics to report service calls. The on-site Mechanics are to take direction only from the University Designated Representative, or designee.
 - o. All maintenance and repair shall be performed by a University approved, factory-trained, and certified elevator mechanic under the supervision and direct employ of the Vendor.
 - p. For all ancillary work, which must be approved in writing by the University, the Vendor, and all parties employed on the worksite, whether directly employed or employed by a sub-Vendor shall perform their work in a good and workman-like manner and in accordance with the Contract Documents. The Vendor shall supervise and direct the work and shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work of the Contract.
 - q. Identification must be visible at all times. Vendor shall instruct its employees to comply with all rules and regulations of UNC Charlotte.

- r. 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, or incompetent or to be employed in violation of any of the terms of this Contract.

3. VENDOR ACCESS

- a. The Vendor shall be required to purchase UNC Charlotte 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. The Vendor shall only park in the designated locations. Additionally, 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 upon arriving on site and upon leaving the 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 sub-Vendors 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:
 - i. Badges must be visible and worn on the outermost garment of clothing and above the waist at all times.
 - ii. Badges and keys should never be loaned or borrowed for any reason. Electronic access badges and keys are only be used by the person they are issued to. Allowing others to use a badge, key and pin codes that is not issued specifically to the individual means you are taking responsibility for the other person(s) actions in the environment they accessed and may warrant cause for suspension and/or disciplinary actions.
 - iii. 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.
 - iv. 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 strictly prohibited.
 - v. Secured doors should never be left open, regardless of the circumstances. Leaving a door open, unlocked, or using force to gain entry could result in security being compromised and may warrant cause for suspension and/or disciplinary actions.
 - vi. Allowing an un-badged person to follow a badged person into an area that is considered secured, 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.
 - vii. 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. Attempting to use the reported lost or stolen badge will generate an alarm to Campus Police.
 - viii. All badges and keys are the property of the University. Keys are to be checked out and returned to the key boxes daily. 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 UNC Charlotte facility(s); or upon termination, cancellation, or expiration of this agreement.
 - ix. All Vendor’s personnel are to be in uniform and/or wearing identification badges that bear the employee’s name and company name/logo.
 - x. Access to designated restricted areas is forbidden by Vendor’s employees. Restricted areas are to be designated by the University’s representative.

- xi. Only authorized Vendor employees are allowed on the premises of UNC Charlotte buildings. Vendor employee 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.

4. WORKMANSHIP

- a. The University shall have access to the premises at all times. They shall have right to stop, alter, or in any way affect the progress of the work, if it is not being performed in conformity with the contract plans, manufacturer's maintenance manuals, or specifications.
- b. The Vendor shall be responsible for keeping the exterior of the machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer.
- c. Cleaning and refinishing of the interior of the elevator cars and exterior of hoistway door frames are excluded from this contract. Cleaning of exterior of elevator cars and lifts, interior of hoistways and all surfaces including glass and metal surfaces are included with this contract.
- d. The Vendor shall maintain all elevator and lift equipment within enclosures, pits, machine rooms and the assigned Vendor workspace is to be kept clean and orderly, free of dirt, dust and debris, pits and machine spaces shall be kept dry and clean. Vendor shall be responsible for disposal of all waste in accordance with local, state, and federal requirements.
- e. The Vendor shall maintain all lighting inside the pit and hoistway.
- f. The Vendor may be required to maintain all lighting inside the elevator cab, especially if the controls are on the car top.
- g. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The University is not responsible for theft or damage to the Vendor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the University Contract Manager must be consulted.
- h. The Vendor shall be responsible for notifying the University (in writing) of the existence or development of any defects in, or repairs required to, the elevator/lift equipment, which the Vendor does not consider to be their responsibility under the terms of the contract. The Vendor shall furnish the University with a written estimate of the cost to correct any such defects or make the required repair. The University reserves the right to make the final determination concerning the responsibility for such defects, corrections, or repairs.
- i. The Vendor shall be responsible for giving immediate verbal and written notice to the University of any condition, which he discovers, that may present a hazard to either the equipment or passengers
- j. The Vendor shall not be required by this agreement except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Vendor, his representative and employee.
- k. Cost of repairs, replacements or removal necessitated by intentional negligence or abuse by personnel other than the Vendor, shall be borne by the University. Negligence or abuse shall be determined by a joint decision and may be arrived at by qualified representatives of the University. Normal occurrences i.e. debris, trash, etc. falling into door tracks or buttons being broken is not intentional negligence or abuse. Repairs for occurrences of this nature shall be made by the Vendor at no additional cost to the University.
- l. The Vendor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Vendor at their expense. The work area shall be cleaned at the end of each workday.
- m. All materials, tools, equipment, etc., shall be removed or safely stored. The University is not responsible for theft or damage to the Vendor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there are any questions associated with this matter, these can be directed to the University Designated Representative as needed.
- n. In addition to providing the noted preventative maintenance and cleaning services, an annual clean-down is required for all elevators and lifts. Vendor is required to present the schedule for this work to the University Designated Representative within thirty (30) calendar days after award of contract. A clean-down is defined as an intensive cleaning of the machine rooms, elevator and lift equipment, and all related appurtenances. This

includes, but is not limited to, sweeping machine room floors, sweeping pit floor, and cleaning the top of cabs. Vendor shall coordinate equipment shutdown for this cleaning with the University Designated Representative, or designee prior to commencing work.

- o. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work. The University reserves the right to solicit the services of a third-party inspection firm to verify Vendor's work in place or recommended work order requirements prior to service performance, if it is in the University's best interest to do so.
- p. The Vendor shall provide a prioritized, annual, Capital Planning report for budgeting for capital repair and renewal of all elevators and lifts covered under this contract. This should be down to the system/component level or on a larger scale if directed by the University. The goal being to identify equipment for which repair and replacement parts will be no longer available.
- q. Vendor, Vendor's employees, and Sub-Vendors shall discuss status of damage, repairs, and maintenance only with the University Designated Representative, designee, Facility Maintenance Supervisors, or Facility Maintenance On-Duty Supervisors. At no time shall the Vendor discuss the nature of the above mentioned to faculty, staff, or students.
- r. The Vendor, Vendor's employees, and Sub-Vendor shall immediately report any witnessed misuse or abuse to elevator(s), or lift(s) to University Designated Representative, or designee.

5. REQUIREMENT FOR STANDBY ELEVATOR MECHANICS

- a. The successful Vendor shall make available on-site standby elevator mechanics when needed by the University. The need for standby mechanics will usually be during critical times – e.g., student move in and move out periods, football games, and graduations – when immediate service attention is essential.
- b. Vendor shall invoice using the rate on the bid Pricing Pages, identified as cost per hour for standby service for all hours outside the fixed maintenance services noted below:
 - i. Graduations - One (1) Standby Mechanic, up to Eight (8) Hours at both Spring and Fall events
 - ii. Football Games - One (1) Standby Mechanic, up to Eight (8) Hours, each home game (typically 6 homes games each season)
 - iii. Student Move-in - One (1) Standby Mechanic, up to Eight (8) Hours, for Two (2) events
 - iv. Miscellaneous other events - One (1) Standby Mechanic, up to Eight (8) Hours, up to Five (5) additional events
- c. In the event a standby mechanic performs non-fixed maintenance services, the negotiated standby mechanic hourly rate will be paid.

5.5 PARTS AND ADMINISTRATIVE SERVICES

1. MATERIALS

- a. Materials to be used shall be new and specifically designed for the elevators or lifts on which they are to be used. All old parts must be returned to the University upon completion of repairs if requested by the University.
- b. The Vendor shall have an adequate inventory of such parts, lubricants and tools located where specified to maintain the elevator/lifts as detailed in the RFP requirements.
- c. When requested, Vendor shall submit to the University for approval, samples of materials, test reports, drawings to be used in maintenance, repair, and testing of equipment, etc.

2. REPAIR AND REPLACEMENT PARTS

- a. The Vendor shall provide all labor and materials required to repair or replace all elevators and lifts that are found to be deficient or not in compliance with the requirements of this RFP during maintenance, inspection or testing procedures. All repairs and replacements must match manufacturer's parts. Replacement and repair coverage shall be full and complete, and shall include the cost of all labor, supervision, materials, parts, supplies, tools,

equipment, transport, permits, expenses, and all incidental items not specified, but reasonably necessary for repairing or replacing all deficient elevator/lift components including but not limited to the following:

- i. The Vendor, upon issuance of the notice to proceed, shall complete a comprehensive survey to determine all needed parts and materials necessary for the maintenance and repair of all elevators and lifts covered under this contract. The survey shall include the investigation of availability from vendors as need to ensure the continuity of operations. Obsolete parts are addressed in Section d.ii. below.
- ii. Spare parts inventory: Vendor will maintain a supply of genuine original equipment manufacturers' replacement parts in their warehouse inventory. This inventory will include, but not be limited to, generator rotating elements, door operator motors, brake magnets, brushes, controller switch contacts, selector tapes, door hangers, roles, and hoistway limit switches. Such replacement parts will be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.
- iii. Machine and related components, including but not limited to, shafts, bearings, brake and component parts, motors, chains, pulleys, coils, contacts, linings, brushes, and holders. Entire machine, including housing, drive sheave, drive sheave shaft bearings, brakes, brake assembly and component parts, worms, gears, external gears, step chain sprockets, drive chains, and machine component parts. All sheaves. Major components parts (mechanical): if Vendor does not have machine gears, frames, sheaves, transmissions, and similar mechanical components in stock, he must provide the University with current information of sources for these items which can be obtained within two (2) working days.
- iv. Controller and related components, including but not limited to relays, solid state components, resistors, condensers, transformers, contacts, leads, overloads, dashpots, timing devices, computer devices and mechanical and electrical driving equipment, including all switches. Special electrical parts: Vendor acknowledges that elevator control systems contain solid-state printed circuit modules. Vendor agrees to maintain in inventory, a sufficient number of modules and component parts to replace and/or repair any of these units should failure occur. With the prior approval of the University Designated Representative, critical items may be permitted to be maintained at an offsite location, as long as they can be made available on the jobsite within forty-eight (48) hours from the time of need.
- v. Vendor agrees to maintain diagnostic tools and spare electronic circuit boards critical to the operation of the elevators and lifts, as required, on the job site or in the Vendor's local branch office for the entire length of the contract. Any electronic circuit boards used out of stock will be replaced within forty-eight (48) hours.
- vi. Selector: all components including selector drive tape, wire or cable, and all other mechanical and electrical drive components.
- vii. Hoist ropes.
- viii. Hoistway door interlocks or locks and contacts; hoistway door hangers and tracks, bottom door gibs and auxiliary door closing devices for power operated doors.
- ix. Guide shoes including rollers or replaceable gibs.
- x. Tanks, pumping units, control valves, relief, and pressure valves.
- xi. Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for side slide doors.
- xii. Traveling cables.
- xiii. Elevator control wiring in hoistway and machine room.
- xiv. Governor, including governor cables, compensating cables, and compensating chains, including adjustment of tension on all hoist ropes.
- xv. Buffers.
- xvi. Fixture contacts, push button, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators, traffic director stations.
- xvii. All cab lighting including bulbs and fixtures.
- xviii. Remote monitoring equipment.
- xix. Repair or replace conductor cables and wiring.

- xx. Brake, brake coil, brake linings and other brake components.
 - xxi. Motor, motor windings, rotating elements, and bearings.
 - xxii. All safety devices and switches and components.
 - xxiii. If required, the governor shall be recalibrated and sealed for proper tripping speed.
 - xxiv. Stop switches and related components.
 - xxv. Conductor cables and wiring.
 - xxvi. Elevator phones.
 - xxvii. UPS and batteries
- b. Repair Parts. Vendor must furnish any and all required repair parts, including all freight and/or labor costs associated with the acquisition and delivery of the parts, at no additional cost to the University. All replacement components shall be original equipment manufacturer (OEM) unless they are no longer available, in which case the Vendor shall notify the campus and provide after-market components at no additional costs.
- c. Replacement Parts. When, and as required, the Vendor shall furnish and install any and all replacement parts required, including replacement of obsolete parts, and upgraded parts, both of a major and minor nature at no cost to the University; to include those that may be required by federal, state or local regulatory agencies, including the local Building Official. All parts shall be per the original manufacturer’s design and specifications or proven acceptable alternates, as deemed acceptable by the University Designated Representative. Replacement parts policy: Vendor will not alter equipment parts and O.E.M. design with other manufacturers' parts or design unless O.E.M. has discontinued the item and the parts are no longer available. Parts manufactured by companies other than the O.E.M. but supplied to the O.E.M. as part of their overall product may be acceptable if said party is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other nationally recognized manufacturers and, upon written authorization from the University, may be used in lieu of the O.E.M. parts. The use of an alternate or substitute item will be allowed, subject to the following:
- i. After the award and to allow consideration and approval without delaying the contract, the Vendor may submit a written request of alternate materials for acceptance. The request shall include all information necessary for proof of equality and suitability for substitution. The Vendor shall submit samples upon University request.
 - ii. The University Designated Representative will evaluate the information submitted, perform tests when necessary, and make comparisons. The University’s authorized representative will then make the final decision as to the acceptability of the alternate.
 - iii. Replacement of parts also includes any part that may be defective due to normal use or “fair wear and tear” of the elevator or lift system and all parts that become obsolete. The intent of these specifications is to place the responsibility for preventative and remedial maintenance, including the replacement of all parts with the Vendor and the only exceptions being those specifically listed in Section D.6, Materials.
- d. Availability of Parts. All parts, materials, equipment, labor, lubricants, cleaning supplies, tools, and diagnostic equipment necessary to perform the preventative and predictive maintenance, repairs, and code violation corrections described herein shall be furnished by the Vendor including all original manufacturer’s parts inventory, available in a Vendor provided warehouse readily available to Vendor within the same day repairs are to be done. Vendor shall provide the University with address and availability of the warehouse so that the University may verify this. All parts, materials and lubricants shall be per manufacturer’s specifications or acceptable alternates. All small parts and materials that are regularly used during the maintenance service may be stored at a university provided central storage location.
- i. Vendor shall ensure that major machine components such as motor elements, machine assemblies, worm gears, hoist ropes, and other special parts, not stocked locally, can be delivered within forty-eight (48) hours should emergency conditions warrant. Any such delivery including freight and shipping charges shall be at no additional cost to the University.
 - ii. Obsolesce:
 - 1. Definition of Obsolescence: A system, component, or part that is no longer repairable, rebuildable, supported, manufactured, available in-stock or supplied by the OEM, non-OEM

- elevator/lift systems parts supplier or other third-party parts supplier or fabricator in the same form, fit and function. Obsolescence shall be determined by a joint decision and may be arrived at by qualified representatives of the University.
2. During the term of a contract, any system, component, or part not meeting the Definition of Obsolescence shall be covered. Systems, Components or Parts, which are repairable or re-buildable, shall be covered under the following conditions:
 - a. Part is repairable, in the same form and fit, either through the manufacturer or through any third-party provider.
 - b. Part is custom makeable, in the same form and fit.
 3. Should a part become obsolete meeting the definition in Section 7.d.ii.1., the Vendor shall submit the following to UNC Charlotte:
 - a. A quote to include:
 - i. The cost of the obsolete part and the cost of the replacement part. UNC Charlotte shall only be responsible for the cost difference in parts.
 - ii. The cost of labor to replace the obsolete part and the cost of labor to install the replacement part. UNC Charlotte shall only be responsible for the cost difference in labor.
 - b. Documentation to substantiate the part is obsolete and attempts to locate third party providers have occurred for any material cost associated with the part.
 - c. Documentation as to equipment changes required to replace the obsolete part with that of the new part for any labor costs associated with the part replacement.
 4. No other claim for obsolescence of any kind will be considered by UNC Charlotte during the course of the contract.
- e. Spare Parts / Required Equipment. The Vendor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts stored onsite at UNC Charlotte for the repair of each elevator or lift system concerned. Spare parts shall be rotated.
- i. The Vendor's inventory of parts shall include, but not necessarily be limited to, the following:
 1. Lamps, minimum two of each type.
 2. Door operator motors and gear reduction units.
 3. Transformers and rectifiers for each type and size used.
 4. Relays and switches, minimum one on each type.
 5. Generator and motor brush sets for each type and size used.
 6. Controller and selector switch contacts and coils for each size and type used.
 7. Electronic components (one complete set of each manufacturer).
 8. Selector tapes and selector motor (when used).
 9. Door interlocks.
 10. Car door electronic edge, complete, each type.
 11. Plastic combs, outer segments, minimum twelve each type.
 12. Plastic combs, inner segments, minimum twelve each type.
 13. Inserts, minimum twelve each type (left side, right side, top, riser, etc.).
 14. Brake spline magnets for each type and size used.
 15. Controller and selector switch contacts and coils for each size and type used.
 16. Electronic components (one complete set of each type CPU board).
 17. Handrail drive components, one complete, and each type.
 18. Stop switches and covers, alarm buzzers and start assemblies.
 19. Deck trim and skirt trim.
 20. Microswitches, minimum 6 each type.
 21. All necessary lubricants and cleaning materials.
 22. The Vendor may be provided a central storage location by University. The Vendor will provide a spare parts fire-resistant metal storage cabinet(s). All on site supplies shall be stored in

cabinet(s). All combustible materials are to be stored in sealed containers kept in this on-site spare parts cabinet. The Vendor is to provide MSDS for all stored chemicals and storage must be in compliance with all University requirements.

f. Lubrication

- i. All lubricants shall be those recommended by the manufacturer of the equipment, or acceptable alternates. Schedule and frequency of lubrication shall be per the manufacture’s specifications, relevant codes, and industry trade standards. Cleaning is defined as all equipment and machinery areas will be free of oil, grease, dirt, rubbish, or materials that are a fire or safety hazard. Lubricants will be stored in an approved flammable materials storage cabinet on site or will be stored off site. If stored on site, the lubricant container will be marked as to the date the lubricant was opened/used. No lubricated will be stored for more than one (1) year.
- ii. Vendors shall provide within thirty (30) days of contract award, a list of the specific types and brand names of lubricating greases and oils to be used. The University reserves the right to request adjustments in the maintenance program and to accept or reject the lubricating grease/oils submitted for use. All lubricating grease/oils must be in keeping with the manufacturer’s suggested brands or be an acceptable alternate.

3. SOFTWARE, DIAGNOSTIC TOOLS, AND ELECTRONIC DOCUMENTATION

- a. The Vendor must maintain at no cost to the university any software programs, firmware, or other special features (for example, Code Blue) required to inspect, test, or maintain all elevators and lifts covered under this contract. All software, firmware, and diagnostic tools for motor drives and control systems shall remain the property of the University.
- b. Schematics, if existing, will remain the property of UNC Charlotte and are not to be removed from the premises. Vendor will obtain these from the University’s Designated Representative, and if not in existence, obtain from the manufacturer, at the Vendor’s expense. Where schematics are not available, vendors will obtain from the manufacturer on behalf of the University and will be reimbursed only for the cost of the schematic including shipping, where applicable. No profit, overhead, etc. will be reimbursed.
- c. The Vendor shall be responsible for obtaining all technical documentation necessary for maintenance and repair of each type of elevator and lift and will provide electronic copies of all documentation to the University. The University will provide any available documentation, which can be released without restriction, but it shall be the Vendor’s responsibility to make copies of such documentation. Lack of such documentation shall not be an acceptable reason for equipment downtime.
- d. The Vendor shall provide all necessary tools, special tools and diagnostic equipment as required for proper repair and maintenance of the elevators/lifts.

4. HEALTH, ENVIRONMENTAL, AND SAFETY REQUIREMENTS

- a. The Vendor’s products, services and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental and safety laws, regulations, standards, codes, and ordinances, regardless of whether they are referred to by UNC Charlotte.
 - i. At the request of UNC Charlotte representatives, the Vendor shall provide
 - 1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Vendor in this contract.
 - 2. A list of all federal, state, or local (EPA, OSHA, NCDOL, etc.) citations or notice of violations issued against their firm or their sub-Vendors including dates, reasons, dispositions, and resolutions.
 - ii. The Vendor shall provide to UNC Charlotte a written safety protocol/standard operating procedure for removing and returning elevators to service that includes control measures to protect personnel and the public, to be included with the bid response.
 - iii. The University shall have the right, but not the obligation, to inspect the facilities, transportation vehicles or vessels, containers, and disposal facilities provided by the Vendor or sub-Vendor. The University shall also have the right to inspect operations conducted by the Vendor or sub-Vendor in the

performance of this agreement. The University further reserves the right to make unannounced inspections of the Offeror’s facilities (during normal business hours).

- iv. The Vendor shall be responsible for providing and for the placement of barricades, signs, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The safety of the Vendor's employees and the public is of prime concern to the University, and the Vendor must take all necessary steps to assure proper safety during the performance of the Vendor. Control measures implemented by the Vendor must be appropriate and effective for individuals with disabilities (e.g., physical barriers are required for individuals with visual impairments instead of relying solely on visual notification/signage). An individual with a disability is defined by the ADA as “a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment.”
- v. Removal of elevators/lifts from service shall be coordinated with and approved by the University. To the extent possible all preventive maintenance that requires removal of elevator/lift from service shall be scheduled during off peak hours of building operation. No elevator/lift shall be taken out of service during the normal business day without prior notification to the University except under emergency conditions. Vendor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Vendor's employees. Elevators taken out of service shall be identified by placing signage at every floor indicating elevator is out of service as well as physical barricades. Signs and barricades shall be removed after service is restored.
- vi. The Vendor shall protect the buildings, materials, furniture and all persons from damage and injury in every way possible and shall be responsible for any damage or injury due to their failure to provide this protection. Vendor's personnel shall be aware of and provide proper safety precautions such as barricades while working on elevators/lifts as referenced above.

5. WARRANTIES

a. GUARANTEE:

- i. Unless otherwise specified, all parts and labor shall be guaranteed for a minimum period of one (1) year from date of acceptance by the University against defects in material and workmanship. At any time during that period, if a defect should occur, that item shall be replaced or repaired by the Vendor at no cost to the University except where it is shown that the defect was caused by misuse. Warranty work requirements shall be performed by a mechanic, seven (7) days a week, twenty- four (24) hours per day.
- ii. In addition to the guarantees provided by component manufacturers of products utilized for maintenance, the Vendor shall guarantee that all materials, components, equipment, and accessories installed shall perform for a minimum period of one (1) year without failure due to manufacturing defects, product misapplication or improper installation.

b. QUALITY

- i. Vendor expressly warrants that all goods or services furnished under this contract shall conform to the specifications and appropriate standards, and will be new and free from defects in material or workmanship. Vendor warrants that all such goods or services will conform to any statements made on the containers, labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked, and labeled. Vendor warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Vendor knows or has reason to know the particular purpose for which University intends to use the goods or services, Vendor warrants that goods or services furnished will conform in all respect to samples. Inspection, testing, acceptance, and use of the goods or services furnished hereunder shall not affect the Vendor’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance, and use.

- ii. If modifications are made to, or parts added to, the elevator(s), or lift(s) due to federal, state or local entities' requirements, the Vendor shall maintain the modifications and/or additions in accordance with the specifications of this contract at no added cost to the University.

6. LIQUIDATED DAMAGES

- a. If elevators are out of service over forty-eight (48) hours, without written prior approval from the University Designated Representative, the following shall apply: \$250.00/day including holidays and weekends until the elevator is fully back in operation.
- b. Agreed amount shall appear as a credit, on a separate line, on the monthly invoice for fixed maintenance services.

5. INVOICING AND PAYMENTS

- a. It will be the responsibility of the Vendor to submit invoices with the correct contract rates. The rates on the submitted invoice will be compared to the current contract rates by the University before payment is processed. If there is a discrepancy in rates, payment will not be processed until a corrected invoice is submitted.
- b. Payments will be made monthly on Net 30 terms.
- c. The University is tax exempt. A copy of the tax exempt certificate will be provided upon award of the contract.
- d. Fixed Maintenance Services
 - i. The individual monthly invoice for fixed maintenance services shall reference the University assigned contract number.
 - ii. Invoice submittal: The successful Vendor agrees to submit an individual monthly invoice to the university for the fixed maintenance services. All other related charges for non-fixed maintenance services must be identified on separate invoices as noted below. The invoices shall be sent electronically to the University Designated Representative.
 - iii. Each monthly invoice must include an itemized list with headers (preferably in an Excel worksheet) providing the following current information for each elevator or lift:
 - 1. Billing Group (e.g. Reimbursable and Non-Reimbursable, as identified by the University)
 - 2. Equipment Location including but not limited to, campus, building name, general identifier of elevator such as loading dock or platform or freight, number, alpha, or location such as North/South/East/West, etc.
 - 3. NC DOL Elevator Number
 - 4. Vendor may include vendor number assigned to elevator
 - 5. Monthly Cost
 - 6. Notes, to be used to document when equipment is added, suspended, reinstated, cancelled, etc.
 - iv. The itemized list of monthly costs shall be totaled.
 - v. The itemized monthly cost of equipment suspended or cancelled, shall be identified, and subtotaled as a negative total.
 - vi. Agreed amount for elevator out of service, shall appear as a credit, on a separate line, on the monthly invoice for fixed maintenance services.
 - vii. All regular fixed maintenance is to be billed on a monthly basis. Charges to regular fixed maintenance for equipment being added, suspended, reinstated, cancelled, etc. shall be billed on a monthly basis, not pro-rated for a partial month.

e. Non-Fixed Maintenance Services

- i. For all services that are agreed to be outside the fixed service cost, the Vendor shall submit separate invoices with the following contract pricing categories in order to verify charges
 - 1. Labor for non-contract work as per the negotiated rate
 - 2. Parts and materials markup percentage per the negotiated rate
- ii. If the services performed were determined to be from vandalism, misuse, or any other cause, this must be stated as a part of the description on the invoice. In invoicing for parts and materials, the Vendor must indicate the negotiated markup percentage for parts and materials. Upon request the Vendor will be required to provide documentation to support the actual costs paid by the Vendor for parts and materials at the time of billing.

6. TIME TICKETS – NON-FIXED SERVICES

- a. For Non-Fixed Services: Time tickets for each requested repair and preventative maintenance shall be provided by the Vendor. Signed copies of all work time tickets shall be submitted to the University Designated Representative. Time tickets must include and provide evidence that requested service, periodic maintenance, and permanent minimum manpower commitments are being properly provided by successful bidder.
 - i. Date and time of call.
 - ii. Work Order Number provided by the University.
 - iii. Equipment location UNC Charlotte identification number
 - iv. Description of shutdown and corrective measures taken.
 - v. Class of work. i.e., routine maintenance or call back service
 - vi. Parts used (included parts put on).
 - vii. Time elevator or lift was returned to service.
 - viii. How much time the Mechanic spent performing work on the equipment.
 - ix. Name and address of Vendor.
 - x. Name of Vendor’s employee in charge of the work.
 - xi. Site location of elevator/lift serviced.
 - xii. Identification of elevator/lift serviced.
 - xiii. Date and time (begin-end) of service.
 - xiv. Description of what type of service: preventative maintenance; non-contract repair; call back service covered under contract; vandalism call/call back, etc.
 - xv. Description of the repair/service performed.
 - xvi. Statement of the status of the service and maintenance work performed.
 - xvii. Name of Vendor’s Mechanic who performed the work.
 - xviii. Signature of Vendor’s Mechanic who performed the work.

7. EXCLUSION FROM FIXED SERVICES MONTHLY RATE

- a. The university will provide electrical power (Normal, Standby, or Emergency, as required by code) to the line side of the mainline disconnects and thus maintenance or repair of the disconnects will be excluded from the terms of this contract. The Vendor will be responsible for the load side of the mainline disconnect including any fuses or overload safety devices.
- b. Unless otherwise stated in these specifications, repairs determined by the university to be due to vandalism, collision, acts of God, natural disasters or improper use of equipment will be paid to the Vendor at the negotiated rates. Prior approval by the University Designated Representative is required. Upon receipt of an official quote, a purchase order shall be issued for these repairs. The burden of proof shall remain with the Vendor for substantiation of claims that any repair is required because of

negligence, accident, or misuse and the Vendor shall provide evidence of such claims. All work must be based on the negotiated rates.

- c. The structural integrity of the elevator hoist-way, pit, and machine rooms.
- d. Repair or replacement of underground hydraulic jack cylinders including underground piping and fittings.
- e. Repair or replacement of HVAC units installed in elevator mechanical rooms.
- f. Painting of surfaces for cosmetic purposes.
- g. Elevator shaft ventilation.
- h. Fire suppression or smoke containment systems to include: smoke evacuation systems, shaft pressurization systems, fire suppression systems, or smoke curtains.

5.6 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are 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 inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, 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.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 QUARTERLY STATUS REPORTS

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

6.5 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as withholding final payment contingent on acceptance of the final deliverable-

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 reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 CONTRACT CHANGES

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

7.0 ATTACHMENTS

****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 A: COST PROPOSAL

Complete and return the Pricing associated with this RFP, which can be found at the following link:
<https://drive.google.com/drive/folders/1fXJMpbgVQCbs0TrlqGxuWQwrDv3e6rsq?usp=sharing>

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 RFP can be found at:
<https://drive.google.com/drive/folders/1fXJMpbgVQCbs0TrlqGxuWQwrDv3e6rsq?usp=sharing>

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