STATE OF NORTH CAROLINA

North Carolina School of Science and Mathematics

Request for Proposal #: 87-07082026

HVAC Maintenance Services – Residence Hall, Academic Commons, SWAC, Goodwin Hall, Joiner Hall

Date of Issue: July 8, 2026

Direct all inquiries concerning this RFP to:

Norma Evans

Purchasing Manager

Email: norma.evans@ncssm.edu

Phone: 919-416-2791

STATE OF NORTH CAROLINA

Request for Proposal #

87-07082026

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://evp.nc.gov/SignIn

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA *NORTH CAROLINA SCHOOL OF SCIENCE AND MATHEMATICS*	
Refer *ALL* Inquiries regarding this RFP to: **Norma Evans** **norma.evans@ncssm.edu** **919-416-2791**	**Request for Proposal #: 87-07082026** **Proposals will be publicly opened:**
Using Agency: North Carolina School of Science and Mathematics - Morganton, NC **Requisition No.: TBD**	**Commodity No. and Description: 941-55** **HVAC Systems Maintenance and Repair**

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

VALIDITY PERIOD

Offer shall be valid for at least sixty 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 __________, 20____, as indicated on

The attached certification, by ____.

(Authorized Representative of the North Carolina School of Science and Mathematics)

Contents

1.0 PURPOSE AND BACKGROUND

Purpose

This Request for Proposal (RFP) is being issued by the North Carolina School of Science and Mathematics to solicit proposals for a Heating, Ventilation, and Air Conditioning (HVAC) Services Contractor for the Morganton Campus to perform preventative maintenance services on specific buildings and HVAC systems as well as provide repair services under a master service contract for the NCSSM-Morganton Campus. For the purpose of this RFP, North Carolina School of Science and Mathematics may hereinafter be referred to as “the school”, “NCSSM” or “Owner.” For the purpose of this RFP, all services described, implied, or included by the responding vendor shall only apply to the NCSSM-Morganton campus and not be assumed or extended to supersede contracts in place at the NCSSM-Durham campus. **The contract to service HVAC systems as described below will begin August 01, 2026.**

Background

The North Carolina School of Science and Mathematics (NCSSM) is a public, coeducational, residential high school for juniors and seniors throughout North Carolina who show exceptional academic ability and achievement and who show promise and interest in science, mathematics, engineering, and technology. NCSSM was established in Durham in 1978 by the NC General Assembly and opened to students in 1980. NCSSM opened a second campus of the institution in Morganton, North Carolina in June of 2022. Although a public high school, NCSSM has been an affiliate of the University of North Carolina since its inception. In 2007, it became a constituent institution of the University of North Carolina System.

NCSSM was the first school of its kind in the United States. Since its creation, other similar schools have opened throughout the country and around the world. NCSSM is accredited by the Southern Association of Colleges and School Council on Accreditation and School Improvement. NCSSM was a founding member of the National Consortium for Specialized Secondary Schools for Mathematics, Science and Technology (NCSSSMST), a group of schools like NCSSM which have the goals of educating the brightest students in their states and creating future leaders in science, mathematics, engineering and technology.

The mission of the North Carolina School of Science and Mathematics, an innovative and collaborative leader in secondary STEM education, is to advance our state, nation, and world by creating opportunities for broad access to exemplary public education that fosters, challenges, inspires, and empowers students and communities to design their future.

To fulfill its mission, NCSSM is always seeking to further develop its impressive curriculum, seeking to admit the brightest students in the State of North Carolina, and is constantly developing new programs for outreach.

For the continued support and maintenance of our Morganton campus, we are soliciting proposals for a HVAC Service Vendor who will be able to provide services to the Morganton campus. The full contract of services will come into effect on August 1, 2026.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of 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 three (3) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

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	July 8, 2026
Submit Written Questions	Vendor	July 20, 2026
Provide Response to Questions	State	July 23, 2026
Submit Proposals	Vendor	July 24, 2026
Contract Award	State	August 1, 2026

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 ***chad.barrow@ncssm.edu*** by the date and time specified above. Vendors should enter "**RFP # *87-07082026:* Questions**" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question …?

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

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

[eVP]

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

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

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

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

2.7 PROPOSAL CONTENTS

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

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

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

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 #___ *[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:

- AHU: Air Handling Unit
- CU: Chiller Unit
- DSS: Ductless Split System
- ERU: Energy Recovery Unit

- FCU: Fan Coil Unit
- FTR: Fin Tube Radiator
- HVAC: Heating, Ventilation, and Air Conditioning
- SWAC: Student Wellness and Activities Center building
- TU: Terminal Unit
- UH: Unit Heater
- VAV: Variable Air Volume (equipment unit)
- VRF: Variable Refrigerant Flow (equipment unit)

3.1 METHOD OF AWARD

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a proposal to this RFP, including its employees, agents, SubVendor's, 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 procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its SubVendor's 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 procurement lead named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. **If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award.** Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

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

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:

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

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

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

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

1. Vendor Technical Approach (Section 5.1, 5.2, 5.3, and 5.5)
2. Vendor Qualifications (Section 4.4, 4.5, 4.9, and 5.2)
3. Vendor Staffing Plan (Section 4.7, 4.8, and 6.1)
4. Vendor Experience and past performance of the vendor in the school's market (Sections 4.4 and 4.5)
5. Pricing for services and total cost of services (Section 4.1 and Attachment A: Cost Proposal)
6. Savings to the Owner as may be realized in reduction of administration or preventative maintenance (Section 5.5 and Attachment A: Cost Proposal)
7. Proposal professionalism as an example of the Vendor's work (Section 5.5)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

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

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

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 contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier SubVendor's. 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.

4.5 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. . In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.6 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 State.

4.6.1 GENERAL INFORMATION

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

The following requirements must be met:

a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out-of-state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without <u>approved</u> criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or SubVendor's based on background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.

f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.6.2 BACKGROUND CHECK REQUIREMENTS

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

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

b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;

c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.

e) Any **civil litigation**, arbitration, proceedings, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

4.6.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.

b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.

c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.

d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.

e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and SubVendor's during the term of the Contract.

f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any SubVendor utilized by Vendor to perform Services under this Contract.

g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

4.7 PERSONNEL

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

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

4.8 VENDOR'S REPRESENTATIONS

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

4.9 QUESTIONS TO VENDORS

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

1. Is your local branch office or any of your in-house personnel a certified service provider for any of the following manufacturers and/or systems? List yes or no for each manufacturer/system.
    a. Trane
    b. Daikin VRF systems
    c. Daikin
    d. York VRF systems
    e. Johnson Controls
    f. Mitsubishi
    g. Morganizer
    h. Greenheck
    i. Schneider

   j. ABB

2. Is your local branch office and its in-house personnel qualified to provide service to/for any of the following manufacturers and/or systems? List yes or no for each manufacturer/system.
   a. Trane
   b. Daikin VRF systems
   c. Daikin
   d. York VRF systems
   e. Johnson Controls
   f. Mitsubishi
   g. Morganizer
   h. Greenheck
   i. Schneider
   j. ABB
3. Response for service calls is expected to include a qualified technician on site. What is your maximum response time for regular service calls?
4. Response for emergency and after-hours service calls is expected to include a qualified technician on site. What is your maximum response time for emergency and after-hours service calls?

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.11 SUBVENDOR'S

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed SubVendor's. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its SubVendor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.12 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

Vendor registered with the North Carolina Secretary of State: Yes☐ No ☐

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The North Carolina School of Science and Mathematics-Morganton Campus is a residential school, housing students who have elected to immerse themselves in a challenging academic environment that extends the typical "study" hours of a high school beyond 8:00AM to 5:00PM. This amplifies the need for the school to maintain all HVAC systems without any down time. In this way, the school needs an HVAC vendor who is capable of responding to HVAC service calls in a prompt and competent fashion as well as able to demonstrate quick and comprehensive completion of service and repair needs to eliminate down time for the school facilities.

5.2 SPECIFICATIONS

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Below each building is given a table with specific equipment to be serviced. Assume that annual inspections will include the items in quarterly inspections if replacing one quarterly inspection per year. Vendors should include specific procedures and any service beyond the service described below in proposal. The tables below are intended to provide a vehicle for vendors to account for the basic requirements of the service contract and provide feedback if the Vendor is not qualified to perform service on the equipment listed.

The column labeled "Item #" will have the building designation along with the type of equipment. Where possible, the manufacturer name is listed and, in some cases, a count of the number of items has been provided for clarity – where a count of units is not given or appears to disagree with schedules given in supplemental materials amending this RFP, defer to the greater count or the count given in the supplemental materials (engineer's HVAC schedule). Service is not limited to this schedule and Vendor should include additional service in their proposal, if relevant.

Goodwin Hall (Building A)

VENDOR'S RESPONSE

Item #	*Specifications*	Product/Service Offered Meets Specification
A-ERU-1,2 Greenheck	Quarterly inspection, including appropriate lubrications and cleaning of the two building ERU's. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including cleaning of recovery wheel, controls operation, and recommended inspections to maintain warranties on the two building ERU's. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
A-CU-1,2 Greenheck	Quarterly inspection, including appropriate leak-checking and review of gauges and thermometers of the two building Chillers. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser cleaning, review of the compressor, and recommended inspections, to maintain warranties on the two building Chillers. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
A-Outdoor DSS units Daikin	Quarterly inspection, including checks for loose electrical connections, leaks in coils, fan motor issues, proper drainage, and obstruction of heat exchange fins of the outdoor ductless split system units. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser coil and filter cleaning, readout with service tool, and other recommended inspections, to maintain warranties on the outdoor ductless split system components. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
A-Mini-split units	Quarterly inspection, including checks for loose electrical connections, leaks, filters, condensate pan, operation and settings	☐ YES ☐ NO

Daikin	of the mini-split cassettes in all 3 telecom rooms, the emergency electrical room, and the security hub. Submit log of service to Owner documenting inspection and include recommendations. Annual service to include clearing sludge and debris from condensate pumps and condensate lines.	
A-Outdoor VRF units Daikin	Quarterly inspection, including checks for loose electrical connections, leaks and obstruction of heat exchange fins of the outdoor Daikin VRF units. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser coil cleaning, readout with service tool, and other recommended inspections, to maintain warranties on the outdoor Daikin VRF units. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
A-VRF cassettes (74) Daikin	Quarterly inspection, including checks for loose electrical connections, leaks, filters, condensate pan, operation and settings of the mini-split cassettes in all 3 telecom rooms and the security hub. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection to include Quarterly inspection with annual recommendations.	☐ YES ☐ NO
A-Unit Heaters (7) & Fin Tube Radiators	Annual inspection of unit functionality and state off fins, elements, and electrical connections for building unit heaters and (electrical) fin tube radiators. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO

Academic Commons (Building B)

VENDOR'S RESPONSE

Item #	***Specifications***	**Product/Service Offered Meets Specification**
B-ERU Trane	Quarterly inspection, including appropriate lubrications and cleaning of the building ERU. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including cleaning of recovery wheel, controls operation, and recommended inspections to maintain warranties on the building ERU. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
B-AHU-1,2 Trane	Quarterly inspection, including VFDs, heating and cooling functions, valve operation, sensor operation, belts, fans & dampers, drain pan, filters, clean traps and lubricate as appropriate for two building AHU's. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including quarterly items, check flue emissions, check safety controls, and install pan treatment tabs. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
B-Boilers Lochinvar	Quarterly inspection, including piping, vessel & insulation, flue, draft assemblies, inspect fire operation and efficiency, and check for leaks on both building boilers. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO

	Annual inspection, including inspection of burners & burn chamber, change out igniter, sensors, & fuses, check gaskets, check pilot & thermocouple. Submit log of service to Owner documenting inspection and include recommendations.	
B-Rooftop mini-split units Trane	Quarterly inspection, including checks for loose electrical connections, leaks in coils, fan motor issues, proper drainage, and obstruction of heat exchange fins of the rooftop mini-split system units. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser coil and filter cleaning, readout with service tool, and other recommended inspections, to maintain warranties on the rooftop mini-split system components. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
B-Mini-split cassettes Trane	Quarterly inspection, including checks for loose electrical connections, leaks, filters, condensate pan, operation and settings of the mini-split cassettes in all telecom rooms. Submit log of service to Owner documenting inspection and include recommendations. Annual service to include clearing sludge and debris from condensate pumps and condensate lines.	☐ YES ☐ NO
B-Exhaust Fans (7)	Quarterly inspection, including checks for loose electrical connections, check belts and sheaves, inspect & lubricate motor, blades & starter/drive, lubricate as appropriate, and verify efficient operation. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
B-VFDs	Quarterly inspection, including verification of correct operation and ensure that units are free of debris for all variable frequency drives in the building. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
B-Chillers Trane	Quarterly inspection, including barrel inspection, checks for loose electrical connections, leaks, inspection of switches, temperature sensor, & gauges, and check for obstruction of heat exchange fins of the building chillers. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser cleaning, readout of compressor condition, check operation of valves, safeties, & interlocks, and other recommended inspections, to maintain warranties on the building chillers. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
B-VAVs / Terminal Units	Quarterly inspection, including checks for loose electrical connections, leaks, valve operation and improper operation on all building VAVs. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection to include Quarterly inspection with annual recommendations.	☐ YES ☐ NO
B-Pumps (Chill & Hot Water, including circulation) B&G	Quarterly inspection, including check electrical connections & couplings, verify pump is free of vibration, noise, & leaks, and lubricate as needed. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
B-FTRs & unit heaters	Annual inspection of unit functionality and state off fins, elements, and electrical connections for building unit heaters and (electrical)	☐ YES ☐ NO

	fin tube radiators. Submit log of service to Owner documenting inspection and include recommendations.	

Joiner Hall (Building C)

VENDOR'S RESPONSE

Item #	***Specifications***	**Product/Service Offered Meets Specification**
C-ERU Greenheck	Quarterly inspection, including appropriate lubrications and cleaning of the building ERU. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including cleaning of recovery wheel, controls operation, and recommended inspections to maintain warranties on the building ERU. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
C-CU Greenheck	Quarterly inspection, including appropriate leak-checking and review of gauges and thermometers of the two building Chillers. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser cleaning, review of the compressor, and recommended inspections, to maintain warranties on the two building Chillers. Submit log of service to Owner documenting inspection and include recommendations	☐ YES ☐ NO
C-VRF outdoor units (5) Johnson Controls	Quarterly inspection, including checks for loose electrical connections, leaks and obstruction of heat exchange fins of the outdoor Daikin VRF units. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser coil cleaning, readout with service tool, and other recommended inspections, to maintain warranties on the outdoor JCI VRF units. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
C-VRF cassettes (40) Johnson Controls	Quarterly inspection, including checks for loose electrical connections, leaks, filters, condensate pan, operation and settings of the mini-split cassettes in all 3 telecom rooms and the security hub. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection to include Quarterly inspection with annual recommendations.	☐ YES ☐ NO
C-Outdoor DSS units Johnson Controls	Quarterly inspection, including checks for loose electrical connections, leaks in coils, fan motor issues, proper drainage, and obstruction of heat exchange fins of the outdoor ductless split system units. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser coil and filter cleaning, readout with service tool, and other recommended inspections, to maintain warranties on the outdoor ductless split system components. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
C-Mini-split units	Quarterly inspection, including checks for loose electrical connections, leaks, filters, condensate pan, operation and settings of the mini-split cassettes in all 3 telecom rooms, the emergency	☐ YES ☐ NO

Johnson Controls	electrical room, and the security hub. Submit log of service to Owner documenting inspection and include recommendations. Annual service to include clearing sludge and debris from condensate pumps and condensate lines.	
C-Unit Heaters & Fin Tube Radiators	Annual inspection of unit functionality and state off fins, elements, and electrical connections for building unit heaters and (electrical) fin tube radiators. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO

Residence Hall (Building E)

VENDOR'S RESPONSE

Item #	***Specifications***	**Product/Service Offered Meets Specification**
E-ERU Trane	Quarterly inspection, including appropriate lubrications and cleaning of the building ERU. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including cleaning of recovery wheel, controls operation, and recommended inspections to maintain warranties on the building ERU. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
E-FCUs *(233)*	Quarterly inspection, including checks for loose electrical connections, leaks, filter status, valve operation, proper fan operation, status of insulation & piping, check condensate traps and drains for pumping & blockage, and lubricate as appropriate on all building fan coil units. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection to include Quarterly inspection with annual recommendations.	☐ YES ☐ NO
E-Chillers Trane	Quarterly inspection, including barrel inspection, checks for loose electrical connections, leaks, inspection of switches, temperature sensor, & gauges, and check for obstruction of heat exchange fins of the building chillers. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser cleaning, readout of compressor condition, check operation of valves, safeties, & interlocks, and other recommended inspections, to maintain warranties on the building chillers. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
E-Boilers Lochinvar	Quarterly inspection, including piping, vessel & insulation, flue, draft assemblies, inspect fire operation and efficiency, and check for leaks on both building boilers. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including inspection of burners & burn chamber, change out igniter, sensors, & fuses, check gaskets, check pilot & thermocouple. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
E-Rooftop mini-split units	Quarterly inspection, including checks for loose electrical connections, leaks in coils, fan motor issues, proper drainage, and obstruction of heat exchange fins of the rooftop mini-split system	☐ YES ☐ NO

Trane	units. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser coil and filter cleaning, readout with service tool, and other recommended inspections, to maintain warranties on the rooftop mini-split system components. Submit log of service to Owner documenting inspection and include recommendations.	
E-mini-split cassettes Trane	Quarterly inspection, including checks for loose electrical connections, leaks, filters, condensate pan, operation and settings of the mini-split cassettes in all telecom rooms. Submit log of service to Owner documenting inspection and include recommendations. Annual service to include clearing sludge and debris from condensate pumps and condensate lines.	☐ YES ☐ NO
E-VFDs	Quarterly inspection, including verification of correct operation and ensure that units are free of debris for all variable frequency drives in the building. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
E-FTRs and unit heaters	Annual inspection of unit functionality and state off fins, elements, and electrical connections for building unit heaters and (electrical) fin tube radiators. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO

SWAC (Building G)

VENDOR'S RESPONSE

Item #	***Specifications***	**Product/Service Offered Meets Specification**
G-AHU-1,2 Trane	Quarterly inspection, including VFDs, heating and cooling functions, valve operation, sensor operation, belts, fans & dampers, drain pan, filters, clean traps and lubricate as appropriate for two building AHU's. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including quarterly items, check flue emissions, check safety controls, and install pan treatment tabs. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
G-Boilers -1,2 Lochinvar	Quarterly inspection, including piping, vessel & insulation, flue, draft assemblies, inspect fire operation and efficiency, and check for leaks on both building boilers. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including inspection of burners & burn chamber, change out igniter, sensors, & fuses, check gaskets, check pilot & thermocouple. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
G-Rooftop mini-split units (4) Trane	Quarterly inspection, including checks for loose electrical connections, leaks in coils, fan motor issues, proper drainage, and obstruction of heat exchange fins of the rooftop mini-split system units. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser coil and filter cleaning, readout with service tool, and other recommended inspections, to	☐ YES ☐ NO

	maintain warranties on the rooftop mini-split system components. Submit log of service to Owner documenting inspection and include recommendations.	
G-Mini-split cassettes (4) Trane	Quarterly inspection, including checks for loose electrical connections, leaks, filters, condensate pan, operation and settings of the mini-split cassettes in all telecom rooms. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
G-Exhaust Fans (4) Cook	Quarterly inspection, including checks for loose electrical connections, check belts and sheaves, inspect & lubricate motor, blades & starter/drive, lubricate as appropriate, and verify efficient operation. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
G-VFDs	Quarterly inspection, including verification of correct operation and ensure that units are free of debris for all variable frequency drives in the building. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
G-Chillers - 1,2 Trane	Quarterly inspection, including barrel inspection, checks for loose electrical connections, leaks, inspection of switches, temperature sensor, & gauges, and check for obstruction of heat exchange fins of the building chillers. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection, including condenser cleaning, readout of compressor condition, check operation of valves, safeties, & interlocks, and other recommended inspections, to maintain warranties on the building chillers. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
G-VAVs / Terminal Units Trane	Quarterly inspection, including checks for loose electrical connections, leaks, valve operation and improper operation on all building VAVs. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection to include Quarterly inspection with annual recommendations.	☐ YES ☐ NO
G-FCUs – 1,2 Trane	Quarterly inspection, including checks for loose electrical connections, leaks, valve operation, fan rotation, motor bracket torque, and improper operation on both FCUs. Submit log of service to Owner documenting inspection and include recommendations. Annual inspection to include Quarterly inspection with annual recommendations including check and tighten all fasteners, collars, and sheaves, check casing, clean fan wheels, visually inspect and clean drain pans, check set screws and blade adjustments, check damper rod bushings, check and clear strainer, and repair leaks in flex connections.	☐ YES ☐ NO
G-Pumps	Quarterly inspection, including check electrical connections & couplings, verify pump is free of vibration, noise, & leaks, and lubricate as needed. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO
G-FTRs & unit heaters	Annual inspection of unit functionality and state off fins, elements, and electrical connections for building unit heaters and (electrical) fin tube radiators. Submit log of service to Owner documenting inspection and include recommendations.	☐ YES ☐ NO

5.3 TASKS/DELIVERABLES

The Vendor is expected to create a schedule for regular service inspections of the equipment and systems laid out in the RFP specifications and include this schedule in their proposal. Schedules should include, at a minimum, quarterly visits to the campus. Visits and service shall be followed by reports made by the vendor and provided to the School in written, electronic format, including findings which correlate to the specifications provided in this RFP as well as recommendations made to the School regarding maintenance, service, or repair of the HVAC equipment and systems not covered by the service contract.

Service visits to the School will require coordination with NCSSM-Morganton Facilities Management team to ensure that the Vendor has access to all areas needed to perform service and that service is not planned to interrupt School operations. Upon arrival, Vendor personnel will be required to check in with NCSSM Campus Safety and notify NCSSM Campus Safety where they intend to go on campus. During visits, the Vendor’s personnel shall notify the NCSSM-Morganton Facilities Management team when they move to a new building so NCSSM Campus Safety can be alerted in case of triggered access alarms.

If the Vendor is aware of the potential to trigger fire system alarms during service, their agent shall notify the School (either NCSSM Campus Safety or the NCSSM-Morganton Facilities Management team) at least 1 hour prior to performing service, and preferably this information will be included in the coordination with the NCSSM-Morganton Facilities Management team when scheduling the service visit.

During service visits and after servicing or inspecting equipment, the Vendor’s agents shall ensure that all equipment is returned to working condition (unless part of the service is to take the equipment out of commission) and that all parts, covers, shrouds, safeties, insulation, and access hatches/panels are returned to their operational condition. Should any piece of equipment or system need to be left out of commission, the Vendor’s agent shall notify the NCSSM-Morganton Facilities Management team immediately, discuss options available to the School or the Vendor to continue to provide HVAC services to the School, and include that information as well as why it was necessary in the report to the School.

At the conclusion of service visits, Vendor personnel will be required to check out with NCSSM Campus Safety and return access credentials and keys to a campus safety officer. Prior to leaving the campus, the Vendor’s agent shall have a conversation with either the Director or Assistant Director of Morganton Facilities Management to briefly discuss the findings of the visit and go over any concerns that require immediate attention.

The Vendor is expected to outline an avenue for using the their business services to perform maintenance, service, or repair work should these services be recommended or required beyond the scope of the HVAC service contract. Outline this process as part of your proposal. This “above and beyond” work proposal shall include any discounts included on regular rates that will be afforded to the School under an executed service contract as a result of this RFP. Include any protocols, lead times, or processing times in your proposal which will be considered standard for quotes, work, and invoicing when work is performed outside of the preventative maintenance specified in this RFP.

The Vendor should include in the proposal if they have a 24-hour call service or other avenue for emergency contact should service be requested after-hours or on holidays. If this service is included, the proposal should outline the parameters or stipulations around the School using this service and how it would relate to the terms of a contract with the School.

5.4 PROJECT ORGANIZATION

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

5.5 TECHNICAL APPROACH

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

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 INVOICES

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

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

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 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 Manager.

Acceptance of Vendor's work product shall be based on the following criteria:

- All equipment is returned to working order (unless required repairs demand that the equipment is taken out of service).
- A service report for the invoiced work has been received by NCSSM-Morganton Facilities Maintenance leadership. Service report must show all invoiced work was completed at least as specified.
- NCSSM-Morganton temporary passes, fobs, keys, and/or other credentials have been returned to Campus Safety or Morganton Facilities Management.
- No outstanding claim has been made that the Vendor or SubVendor's service personnel are responsible for damages to NCSSM property.

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.

6.5 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 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.

6.6 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.

6.7 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****
RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

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

Provide Custodial Services to:	***Total Term Cost:***
NCSSM for year 1 *Includes services described and limited to the Morganton campus buildings listed in this RFP*	*$*
NCSSM for year 2 *Includes services described and limited to the Morganton campus buildings listed in this RFP*	*$*
NCSSM for year 3 *Includes services described and limited to the Morganton campus buildings listed in this RFP*	*$*
Anticipated cost increase (%) for contract extension beyond year 3	*%*
Below pricing shall be included in the service contract for services beyond the RFP itemized specifications	
Hourly rates proposed for services beyond Specifications *During normal business hours (list if not M-F 8-5)*	*$* *OR* *% reduction of cost to non-contract customers*
Hourly rates proposed for services beyond Specifications *After Hours - outside normal business hours*	*$* *OR* *% reduction of cost to non-contract customers*
Hourly rates proposed for services beyond Specifications *Emergency*	*$* *OR* *% reduction of cost to non-contract customers*
Other cost incentives proposed if awarded contract (write in)	*(unit price or cost reduction)*
Other cost incentives proposed if awarded contract (write in)	*(unit price or cost reduction)*
Other cost incentives proposed if awarded contract (write in)	*(unit price or cost reduction)*

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:
https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:
https://ncadmin.nc.gov/media/15503/open

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:
https://www.doa.nc.gov/pandc/onlineforms/pc-eo-50-vendor-price-matching-opportunity-92021-pdf/open

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