

### STATE OF NORTH CAROLINA

### **Johnston Community College**

**Request for Proposal #: 104-202324004** 

### **HVAC Inspection and Preventative Maintenance**

Date of Issue:

May 22, 2024

**Proposal Opening Date:** 

At 2:00 PM ET

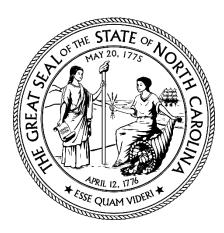
### Direct all inquiries concerning this RFP to:

Sherri Lewis

**Procurement Specialist** 

Email: s\_lewis@johnstoncc.edu

Phone: 919-209-2007



### STATE OF NORTH CAROLINA

### Request for Proposal #

#### 104-202324004

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

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

Vendor Name	
Vendor eVP#	

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

Electronic responses ONLY will be accepted for this solicitation.

Proposal Number: 104-202324004	Vendor:

STATE OF NORTH CAROLINA  Johnston Community College		
Refer <u>ALL</u> Inquiries regarding this RFP to:	Request for Proposal #: 104-202324004	
Sherri Lewis	Proposals will be publicly opened: 6-13-24	
Procurement Specialist		
s_lewis@johnstoncc.edu		
Using Agency: Johnston Community College	Commodity No. and Description: 721512 Heating and cooling and air	
Requisition No.:	conditioning HVAC construction and maintenance services	

#### **EXECUTION**

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

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

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

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

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

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-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:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:	

VALIDITY PERIOD
Offer shall be valid for at least one hundred twenty (120) 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.

Vendor: \_\_\_\_\_

Proposal Number: 104-202324004

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

The attached certification, by \_\_\_\_\_\_.

(Authorized Representative of Johnston Community College)

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#### 1.0 PURPOSE AND BACKGROUND

Johnston Community College is seeking proposals from vendors to provide HVAC preventive maintenance for campus facilities. The facilities and equipment included in this service are listed under the Scope of Work. This service shall include all HVAC systems for the JCC campus locations listed herein. Preventive Maintenance shall include quarterly preventive maintenance, materials, travel, and labor.

Johnston Community College is seeking these proposals from qualified HVAC companies to provide Preventive Maintenance and Inspection services to improve equipment operations, increase equipment efficiency, minimize equipment breakdowns, and prolong equipment life for the HVAC systems at Johnston Community College. Preventative Maintenance and repairs shall be in compliance with JCC's Energy Savings Plan.

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

#### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date").

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 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 RESERVE

#### 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
Issue RFP	State	5-22-24
Hold Pre-Proposal Meeting/Site Visit	State	6-4-24
Submit Written Questions	Vendor	6-6-24
Provide Response to Questions	State	6-6-24
Submit Proposals	Vendor	6-13-24
Contract Award	State	7-1-24

#### 2.5 SITE VISIT

**Mandatory** Site Visit

Date: June 4, 2024

Time: 2:00 PM Eastern Time

Location: 245 College Rd

Lobby of Wood Bldg. Smithfield, NC 27577

Contact #: 919-209-2007

<u>Instructions</u>: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

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

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

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

#### 2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to <u>s\_lewis@johnstoncc.edu</u> by the date and time specified above. Vendors should enter "RFP #104-202324004: 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), <a href="https://evp.nc.gov">https://evp.nc.gov</a>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in the RFP and an addendum to this RFP.

#### 2.7 PROPOSAL SUBMITTAL

**IMPORTANT NOTE:** 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 applicable to this RFP and using eVP, 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.

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.

#### 2.8 PROPOSAL CONTENTS

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

Vendor RFP responses shall include the following items and attachments, 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. (Section 4.5, 4.6, and 5.4)
- 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

#### 2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #\_\_\_ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

### 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

### 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

#### 3.1 METHOD OF AWARD

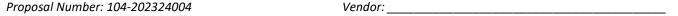
North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best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

While the intent of this RFP is to award a Contract(s) to 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 subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.



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

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

#### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

#### 3.4 EVALUATION CRITERIA

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:

CRITERIA	POINTS
Vendor Technical Approach (Section 5.4)	40
Vendor Qualifications (Section 4.5)	25
Vendor References (Section 4.6)	20
Pricing (See Attachment A: Cost Proposal)	15

Johnston Community College will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 15 points. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$15 x \frac{cost \ of \ lowest \ proposal}{cost \ of \ proposal \ being \ evaluated}$$

#### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

#### 4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. 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.

#### 4.3 FINANCIAL STABILITY

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

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

#### 4.4 HUB PARTICIPATION

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

#### 4.5 VENDOR EXPERIENCE

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

#### 4.6 REFERENCES

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

#### 4.7 BACKGROUND CHECKS

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

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details 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, by 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 a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, 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 subcontractor utilized by Vendor to perform Services under this Contract.

#### 4.7.1 GENERAL INFORMATION

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

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.

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- 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 approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use <u>The North Carolina Department of Public Safety Offender Public Information</u> or similar Services to conduct additional background checks on the Vendor's proposed employees.

#### 4.7.2 BACKGROUND CHECK REQUIREMENTS

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

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

#### 4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-

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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 subcontractor utilized by Vendor to perform Services under this Contract.

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

#### **4.7.4 DOCUMENT REQUIREMENTS**

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

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  - 1. Original unaltered criminal background check from the organization providing the background check.
  - 2. The background check provider's company name, company mailing address, and contact phone numbers.
  - 3. The full name of the individual, which matches the government issued photo ID.
  - 4. The current address of individual being checked.
  - 5. The date the criminal background check search was conducted.

#### **4.7.5 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES [	□ NO
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#### 4.8 PERSONNEL

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

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its

sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### 4.9 VENDOR'S REPRESENTATIONS

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

#### 5.0 SPECIFICATIONS AND SCOPE OF WORK

The vendor shall provide preventive maintenance and inspection services on all HVAC units at Johnston Community College. Additionally, vendor shall offer pricing for repair services if needed during the course of this contract. Quarterly reports are required in accordance with JCC's Energy Savings Plan. The work to be required includes but is not limited to those tasks listed in this document. Tasks not listed but are required to maintain appropriate function and energy efficiency shall be performed.

#### 5.1 GENERAL

#### **SCHEDULING OF WORK**

Working hours: Service Vendor shall be made available to the Johnston Community College 365 days per year. Working hours are defined as follows:

#### **Normal business hours:**

Monday through Thursday 7:30 AM - 5:00 PM

Friday 7:30 AM - 3:00 PM

#### **After business hours:**

Monday through Thursday; from 5:00 PM - 7:30 AM

Friday 3:00 PM -11:59 PM

Weekends: Saturday and Sunday; all hours

Holidays: Johnston Community College legal holidays; all hours

Non-Emergency Service: Service Vendor shall respond to non-emergency repair service calls within four (4) business hours, respond by phone within one (1) business hour, and a repair time of twenty-four (24) hours from response.

Emergency Service: Service Vendor shall provide emergency service on a 24 hour, 7 days per week basis with a maximum two (2) hour response time.

Response Time: Begins when Johnston Community College notifies the Service Contractor that service work is required and ends with the arrival of a service technician at the Johnston Community College site.

This contract may be cancelled if the Vendor fails to respond on-site within the specified time period (2 hours for emergencies, 4 hours for non-emergencies) on three (3) documented occasions during the contract period.

#### **SERVICE CONTRACTOR REQUIREMENTS**

Service Contractor MUST comply with all Federal E.P.A. and O.S.H.A. guidelines in effect for each service occurrence.

Safety Program Manual: The Service Contractor must provide a copy of your firm's Safety program manual within thirty (30) days of award. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards, and the OSHA General Industry standards.

Emergency work: Any repair work requiring equipment to be shut down shall be accomplished in the minimum time possible. The Service Contractor shall respond with an adequate number of personnel with the level of expertise necessary to correct the problem.

The Contractor shall perform the work in a way that minimizes disruption to the normal operation of building tenants. This effort will be coordinated with Johnston Community College's Director of Facility Services.

The Service Contractor shall make necessary repairs to the equipment in such a manner that does not damage Johnston Community College property. In the event damage occurs to Johnston Community College property, or any adjacent property by reason of any repairs or installations performed under this contract, the Service Contractor shall replace or repair the same at no cost to Johnston Community College. If damage caused by the Service Contractor must be repaired or replaced by Johnston Community College, the cost of such work shall be deducted from the monies due the Service Contractor.

Upon completion of work the Service Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.

The Service Contractor shall see that every employee on the service contractor's work force is provided an Identification Badge and/or company logoed uniform or shirt which shall be worn while on Johnston Community College's property. Vehicles must be marked with the company name and logo.

#### **REPAIR SERVICE REQUIREMENTS**

Each repair service scheduled call will have a specific set of tasks detailing exactly what is required to be performed and what special skills, tools or instruments are required to keep the equipment operating at peak level.

The Contractor shall keep a record log of all site visits and all work performed at each site visit. The record log shall be submitted to the Director of Facility Services upon completion of each visit. If a problem is found that has the potential to be a major problem or require an equipment shutdown, this problem must be immediately brought to the attention of the Director of Facility Services so a plan of action can be formulated for the timeliest repairs to the equipment. A plan of action report by the Contractor shall be included as a condition of this RFP. All work completed must be billed within 30 days of the work being performed.

If in the course of a service call, it is determined that repair to equipment or a replacement of a component would be required, the Director of Facility Services shall be advised of the defect with a quote listing the estimated cost. Subject to approval by the Director of Facility Services, work will be performed on a preferred time and material basis. Service Contractor to quote repair labor rates and materials required for repairs based on contracted pricing. Johnston Community College reserves the right to obtain competitive bids for any/all repair work outside of this service contract.

Operational Support: Service Contractor shall make recommendations to improve equipment efficiency and reliability, and to also reduce operational costs. A summary of services performed will also be prepared upon request.

Inspection: A JCC designated representative reserves the right to inspect and/or oversee any maintenance work done by a Service Contractor. Any maintenance or repair service work found to be inadequate or unsatisfactory shall be corrected promptly at no additional charge.

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#### 5.2 TASKS/DELIVERABLES

All equipment shall be maintained to meet Manufacturers' maintenance recommendations. The following maintenance tasks shall be included but not limited to:

#### **Chillers:** (Quarterly service with Annual Shutdown Service)

- Check water flows and interlocks
- Check operational set points and performance
- Calibrate controls
- Check operation of all safety devices
- Check wiring connections
- Check starter contactors
- Check all sensors and transducers
- Meg the compressor motor(s)
- Record operating pressures, amperages, & voltages
- Lubricate motors, dampers, bearings
- Inspect fan condition and alignment
- Clean condenser coils / condenser tubes (Annually)
- Collect oil analysis & provide reports (Annually)
- Provide vibration analysis & reports
- Inspect pumps for proper operation. Lubricate as needed
- Complete chiller log sheet
- Perform leak check

#### **Cooling Tower: (Quarterly service with Annual Shutdown Service)**

- Shut down tower and drain basin
- Clean out dirt/debris
- Lubricate fans, motors, and pumps
- Visually inspect for proper rotation & alignment
- Check motor voltage & electrical connections
- Check belts & pulleys
- Check for proper water flow and make up
- Check pumps for proper operation. Lubricate as needed
- Inspect condition of the spray nozzles & tower fill. Clean as needed
- Refill tower, check & adjust water level
- Check vibration switch operation
- Check sump heater
- Check float assembly

#### **Boilers/Water Heaters** (Quarterly service with Annual Shutdown Service)

- Inspect flue gas passage ways & clean as needed
- Inspect refractory and insulation
- Check fuel supply pressure
- Clean burner and pilot assemblies
- Clean combustion chamber
- Check ignitors and combustion air fan
- Check boiler controls
- Inspect pumps and lubricate as needed
- Check water connections
- Inspect and clean heat exchanger

- Perform combustion analysis
- Check all safety devices
- Inspect gaskets
- Check fuel supply line for leaks

#### Air Handlers: (Quarterly service with Annual Shutdown)

- Inspect blower assembly
- Inspect fans and lubricate as needed
- Check belt tension and alignment
- Change belts (Annually)
- Inspect & Clean evaporator coils (Annually)
- Clean drain pans and lines
- Inspect pulleys
- Inspect fan motor and alignment
- Check motor bearings and grease
- Inspect electrical wiring
- Check voltage readings
- Check contactors and relays
- Inspect heating elements (if applicable)
- Inspect AHU controls, wiring, & connections
- Replace air filters (Quarterly)
- Check for proper air flow

#### **Pumps:** (Quarterly service)

- Grease motor bearings
- Grease pump bearings
- Check pump coupling for wear
- Check pump alignment
- Check motor terminals
- Check pump starter
- Check wire connections
- Meg motor
- Check voltage readings
- Check amperage readings
- Check pump for vibration and noises
- Check pump seals

#### Package / Split Units: (Quarterly service and Annual Shutdown)

- Check overall condition of unit
- Check safety devices, contactors, fuses, & electrical connections
- Check amperage and voltage for compressors/motors
- Inspect & Clean condenser and evaporator coils (Annually)
- Inspect belts and pulley systems for proper tension and alignment. (Change belts annually)
- Inspect and clean drain pan and condensate drain lines.
- Check suction pressure, super heat, sub-cool, & sight glass
- Check delta for supply and return air
- Replace air filters (Quarterly)

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#### Filter Service: (Quarterly)

- Vendor shall replace all Filters on a quarterly basis.
- The vendor is required to verify all sizes and quantities for belts and filters.

#### 5.3 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.

#### 5.4 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 reexamination 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:		

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

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

#### 6.2 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.

#### 6.3 PERIODIC QUARTERLY STATUS REPORTS

The Vendor shall be required to provide Quarterly Management Reports to the designated Contract Lead. 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 Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. These reports are vital in order to meet our maintenance requirement set in our GESP contract.

Within 30 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

#### 6.4 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 Administrator.

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

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 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).

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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.

#### 6.6 CONTRACT CHANGES

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

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/endor:	

### 7.0 ATTACHMENTS

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

### RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: PRICING**

YEAR		e 1: FOR EVAL	.UATION PURPOSES (regular business hour rates)	
Item	QTY	UOM	DESCRIPTION – TYPE OF SERVICE	UNIT COST
1.	4	Quarterly	HVAC Preventive Maintenance Costs shall include all costs associated with Quarterly preventive and predictive maintenance, materials/supplies needed to perform the work, job labor, refrigerant management, travel, travel labor, for details See Section 5.0 – Scope of Work	\$
2.	1	Hourly	Mechanical Service Regular Hourly Rate Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Friday.	\$
3.	1	Hourly	Chiller Service Regular Hourly Rate Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Thursday and 8am-3pm Friday	\$
4.	1	Hourly	Boiler Service Regular Hourly Rate Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Thursday and 8am-3pm Friday	\$
5.	1	Hourly	Controls Service Regular Hourly Rate Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Thursday and 8am-3pm Friday.	\$
TABLE	2: OPTIC	NAL ITEMS –	TO BE PURCHASED AT THE DISCRECTION OF THE STATE (outside of regular	business hour rates)
Item	QTY	UOM	DESCRIPTION – TYPE OF SERVICE	UNIT COST
1.	1	Hourly	Mechanical Service Hourly Rate Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays.	\$
2.	1	Hourly	Chiller Service Hourly Rate Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays.	\$

3.	1	Hourly	Boiler Service Hourly Rate Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays.	\$
4.	1	Hourly	Controls Service Hourly Rate  Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays.	\$

#### YEAR TWO TABLE 1: Table 1 FOR EVALUATION PURPOSES (regular business hour rates) **DESCRIPTION - TYPE OF SERVICE** Item QTY **UOM UNIT COST** 1. 4 Quarterly **HVAC Preventive Maintenance** Costs shall include all costs associated with Quarterly preventive and predictive maintenance, materials/supplies needed to perform the work, job labor, refrigerant management, travel, travel labor, for details See Section 5.0 – Scope of Work 2. **Mechanical Service Regular Hourly Rate** Hourly Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Friday. 3. 1 Hourly **Chiller Service Regular Hourly Rate** Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am - 5pm, Monday -Thursday and 8am-3pm Friday 4. 1 Hourly **Boiler Service Regular Hourly Rate** Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am - 5pm, Monday -Thursday and 8am-3pm Friday 5. 1 Hourly **Controls Service Regular Hourly Rate** Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am - 5pm, Monday -Thursday and 8am-3pm Friday. TABLE 2: OPTIONAL ITEMS - TO BE PURCHASED AT THE DISCRECTION OF THE STATE (outside of regular business hour rates) **DESCRIPTION – TYPE OF SERVICE UNIT COST** Item QTY UOM 1. 1 Hourly **Mechanical Service Hourly Rate** Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays. 2. Hourly **Chiller Service Hourly Rate** Hourly rate for services and repairs beyond the scope of the proposal \$\_\_\_ outside of normal business hours, including nights, weekends, and holidays.

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3.	1	Hourly	Boiler Service Hourly Rate Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays.	\$
4.	1	Hourly	Controls Service Hourly Rate Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays.	\$
YEAR T		VALUATION	PURPOSES (regular business hour rates)	
	_			I
Item	QTY	UOM	DESCRIPTION – TYPE OF SERVICE	UNIT COST
1.	4	Quarterly	HVAC Preventive Maintenance Costs shall include all costs associated with Quarterly preventive and predictive maintenance, materials/supplies needed to perform the work, job labor, refrigerant management, travel, travel labor, for details See Section 5.0 – Scope of Work	\$
2.	1	Hourly	Mechanical Service Regular Hourly Rate Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Friday.	\$
3.	1	Hourly	Chiller Service Regular Hourly Rate Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Thursday and 8am-3pm Friday	\$
4.	1	Hourly	Boiler Service Regular Hourly Rate Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Thursday and 8am-3pm Friday	\$
5.	1	Hourly	Controls Service Regular Hourly Rate  Hourly rate for service or repairs beyond the scope of the proposal during regular business hours, between 8am – 5pm, Monday – Thursday and 8am-3pm Friday.	\$
TABLE 2: OPTIONAL ITEMS – TO BE PURCHASED AT THE DISCRECTION OF THE STATE (outside of regular business hour rates)				
Item	QTY	иом	DESCRIPTION – TYPE OF SERVICE	UNIT COST
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3.	1	Hourly	Boiler Service Hourly Rate Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays.	\$
4.	1	Hourly	Controls Service Hourly Rate Hourly rate for services and repairs beyond the scope of the proposal outside of normal business hours, including nights, weekends, and holidays.	\$

### **Equipment List**

Equipment	Model	Serial	HP	
OLD WILSON BUILDING				
Carrier Chiller	30RB190			
LAARS Boiler	RHCH 2400			
HW Pump distribution			20	
CHW Baldor Water Pump#2			7.5	
CHW Marathon Water Pump#1			7.5	
Primary HW Pump			3	
CHW Booster Pump (Serves Student Center)			5	
HW booster pump (Serves Student Center)			2	
AHU-5 (Second Floor-Classrooms)		K48K38823	7.5	
AHU-4 (First Floor-Student Center)		K84K38822	7.5	
Trane AHU #1 20HP	MZ·31	KSJ287086	20	
Trane AHU #2 15HP	MZ-25	KSJ287087	15	
Trane AHU #3 20HP	MZ -31	KSJ287088	20	
N	IEW WILSON BUILDING			
York Chiller	YCAL0080EC46	RAPM010301		
Lochinvar Boiler	CHN0991	AO5H00172589		
P-1 Hot Water Primary Pump		CT6720-01 A50	1.5	
P-2 Hot Water Secondary Pump		PR034640 E22	1.5	
P-3 Chilled Water Primary Pump		CT6722-01 A50	3	
P-4 Chilled Water Secondary Pump		CT6723 A50	3	
York AHU #6	XTI-090X072	CAPMXT0177	10	
York AHU #7	XTI	CAPMXT0187	15	
York AHU #8	XTI	CAPMXT0175	10	
Polaris water heater				
OLD HEALTH BUILDING				
Carrier Chiller	30HXC136			
REYMSA Cooling Tower	HRFG707175	H46M3M1142K12431648	5*	

10p03011101110C11 10+ 20232+00+	vendor.		
Lochinvar Boiler	CREST FBN101		
P-2 Chilled Water Pump		PRO-33124 J12	5
P-3 Condenser Water Pump			10
P-4 Hot Water Pump		PH1850HLF	3
McQuay AHU#1	LSL104CV	37C00608-06	2
McQuay AHU#2	LSL114DV	37C00609-04	10
McQuay AHU#3	LSL111CV	37C00610-06	7.5
McQuay AHU#4	LSL108CV	37C0061 -06	5
McQuay AHU#5	LSL122DV	37C00612 -04	15
	HEALTH BUILDING		
Trane Air Cooled Chiller	RTAA1254XT01A3D0GKNB	U09A02714	
P-5 Taco Chill Water Pump			7.5
P-4 Taco Primary Chill Water Pump			5
P-1 Primary HW Pump		19356131 7.5	1
P-2 Primary HW Pump		19356131 7.5	1
P-3 Secondary HW Pump			5
Trane AHU #1	MCCB012UAOC	K08L26404A	7.5
Trane AHU #2	F4Q008A	K08L2933TA	15
Trane AHU #3	MCCB02LUAOC	K08L26414A	15
Modulating Vertical Boiler	H7-1503	0812290839	
Raypak Modulating Vertical Boiler	H7-1503	0812290840	
Turbopower Gas Water Heater	750 L 215A-TP	216141699	
	SMITH BUILDING		
Carrier Chiller	30RAP1306JBOQ3CN	4422Q94269	
Weil McLain BOILER-3	BG-688		
P-6 HW Pump (P-1)			5
P-5 CHW Pump (P-2)			10
Trane AHU-6		K02C37368	20
Trane AHU-7		K02C37374	5
Trane AHU-8		K02C37380	7.5

Trane AHU-10		K02C37393		3
Trane AHU-11		K02CC37432		3
Trane AHU-12		K02C37443		5
LEA	RNING RESOURCE CENTER			
Airstack Chiller	ASP20A	AJ 06-231		
B-1 AERCO Modulex Unical Boiler	MLX757H	757090082		
B-2 AERCO Modulex Unical Boiler	MLX757H	757090081		
P-4 B&G Primary Chill Water Pump		C106974-01	E01	5
P-5 B&G Secondary Chill Water Pump		C106975-01	E01	7.5
P-3 B&G Secondary Hot Water Pump		C106973-01	E01	5
P-1 Primary HW Pump		C106972-02	E01	1.5
P-2 Primary HW Pump		C106972-02	E01	1.5
Trane AHU #1 15HP Supply / 15HP Return				30
Trane AHU #2 15HP Supply / 7.5HP Return	F4V267B/A	K10E436025		22.5
Trane AHU #3 25HP Supply / 20HP Return	F4V268A	K10E47539		45
State Ultra Force Hot Water Heater	SUF 60120 NC			
	STEAM BUILDING			
10 Ton AAON Unit				
Chiller Carrier	3DRAP050			
LAARS Boiler	MT2H750			
York AHU #1 25 HP	AP400	CCKM 03588D		25
Balodor Chilled Water Pump				5
Hot Water Pump				1
2-Heat Pump Carrier	50TCQD12A2A6			
SS-6 Carrier Split System	24ABB348A0031010	1011E04524		4
SS-7 Comfortmaker Split System	NXA448GKC101	E165116485		4
	BRITT BUILDING			
Carrier Chiller	30HX404293	2210039		
REYMSA Cooling Tower	FXT-74			+

Lochinvar B-1	CB-1435		
P-1 HW Primary Pump	2AD6SSFSTC	PRO-07262	1.5
P-2 HW Secondary Pump	2BD-1S4T-S	PRO28680 A02	5
P-3 CHW Primary Pump			5
P-4 CT Pump	2.5AB	C04434-01 G30	5
P-5 CHW Secondary Pump		C04-36-01 G30	5
Trane AHU-1	F4B600A	K03H23092A	10
Trane AHU-2	F4600B	K03H23099A	2
Trane AHU-3	F4B600C	K03H23113A	3
Trane AHU-4	F4B600C	KO3H23126A	2
Trane AHU-5	F4B600D	K03H23120A	2
Trane AHU-6	F4B600F	K03H23132A	10
Gas Hot Water Heater- PVI	750p 225A TP	1103111404	
PU	BLIC SAFETY BUILDING		
Carrier Chiller	30RAP0805DB00110		
P-1 B&G Hot Water Primary Pump		C048260-01 H70	1.5
P-2 B&G Hot Water Secondary Pump	184TTDB4026BR	PRD36296L22	5
P-3 CHW Primary Pump	182TTDB4026BR	C048262-01 H70	3
P-4 B&G CHW Secondary Pump	184TTDB4026BR	C048263-01 H70	5
Lochinvar Boiler	CHN1261	G07H00199863	
Trane AHU-1	MCCB006UA	K07G92513	5
Trane AHU-2	MCCB012UA	K07G91601	10
Trane AHU-3 (Rooftop unit) 10HP Sup/5HP	TSCB017UOD	K07G92654	15
Trane AHU-4 (Rooftop Unit) 10HP Sup/5HP Ex	TSCB017UOD	K07G92664	15
	ELSEE BUILDING		
AHU 3	LML214CI	3GG00001	10
AHU 2	LML214CI	3GG00002	10
AHU 1	CAPMXT0176		5
Taco Water Pump			3
Taco Water Pump			3

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10p0301 Nulliber: 104-202324004	vendor		
Rudd SS-1			
TRA	ANSPORTATION TECHNOLOGY BUILDIN	NG	
HP-1 (AHU model/serial)	BWE090C100C2	177429	
HP-2 (AHU model/serial)	FEM4X600BL	A153883631	
HP-3 (AHU model/serial)	FEM4X1800BL	A162369736	
HP-4 (AHU model/serial)	FEM4X2400CL	A171068428	
HP-5			
SS-1			
SS-2			
SS-3			
	SANDERS BUILDING		<u> </u>
SS-1	PA10JA036-A	1099E13977	
SS-2	N4H448GKG101	E174202657	
	CLEVELAND CENTER		
Split System 1 - Carrier	25HBC342A300	3711E15754	
Split System 2 - Tempstar	N4H436GKG201	E163424008	
Split System 3 - Ruud	RPWL-090CAZ	8020F171304828	
Split System 4 - Label Missing			
Split System 5 - Heil	N4H460GKG101	E162508551	
Split System 6 - Tempstar	N4H436GKG201	E170801457	
Split System 7 - Tempstar	N4H442GKG101	E170403295	
	ARBORETUM BUILDING		
SS-1			
SS-2			
	TART BUILDING		
Dakin Chiller	AGZ110EDSEMNN00	STNU18200055	
Dakin Chiller	AGZ110EDSEMNN00	STNU18200063	
Patterson Kelley Boilers	SC-1000	S100-18-01431	
Patterson Kelley Boilers	SC-1000	S100-18-01421	

Vendor:\_\_\_\_\_

Daikin AHU #1 30hp	CAH048GDGM	FB0U181100839	
Daikin AHU #2 10hp	CAH017GDGM	FB0U181100840	
Daikin AHU #3 7 ½ hp	CAH043GDGM	FB0U181100837	
Daikin AHU #4 15hp	CAH023GDGM	FB0U181100838	
PHWP-1	E612S	1EF006CF	1.75
PHWP-2	E612S	1EF06CF	1.75
SHWP-1	4X5X11 S4030	1019044031	5
PCHWP-1	3X3X6 4380	1019042096	
PCHWP-2	3X3X6 4380	1019042096	
SS-1 Backstage dressing rooms			
SS-2 Backstage green room			
Water heater-Ultra Force	SUF-100-150-NC 300	1841112203801	
Water heater- Ultra Force	SUF-100-150-NC 300	186111783888	
	Wood Building		
AHU 1	CSAA04OUAL00	K2IGI5480	
Direct Drive			
2 - Baldor supply fan motor			10 hp
2 - Baldor return fan motor			7.5 hp
Filters			
(x5) 16 x 25 x 2			
(x10) 20 x 25 x 2			
(x5) 16 x 25 x 4			
(x10) 20 x 25 x 4			
SCHWP -1			
Taco Pump	F12007E4DAH1LODB1939E	)	
Baldor motor			3 hp
Cat# Em3211T-G			
Spec# 36M5265658G1			
SCHWP – 2			

Vendor:

Taco pump	F12007E4DAH1LODB1939D	
Baldor motor		3 hp
Cat# Em3211T-G		
Spec# 36m5265658G1		
PCHWP -1		
Taco Pump	KS3006DE21CXAF560D	
Baldor motor		1.5 hp
Cat#Em3154T-G		
Spec# 35-0000816		
PCHWP - 2		
Taco Pump	KS3006DE21CXAF560D	
Baldor motor		1.5 hp
Cat# CEM3154T-G		
Spec# 35-0000816		
PHWP - 2		
Taco Pump	1635E3E2 5.40	
US Motors	S63CXHZR-7056	
Cat# 133-119		
PHWP-1		
Taco Pump	1635E3E2 5.40	
US Motors	S63CXHZR-7056	
Cat# 133-119		
SHWP - 2		
Taco Pump	F11207E4CAH1LODB1938D	
Baldor Motor		
Cat# Em3157T-G		
Spec# 35Z069M496G2		
SHWP – 1		
Taco Pump	F11207E4CAH1LODB1938D	
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10p0su1Nu111be1. 104-202524004	vendor		
Baldor Motor			
Cat# Em3157T-G			
Spec# 357069M496G2			
Boiler – 1	BMK 1000		
Issue # Pi-100,065			
Label P/N 70009			
Boiler – 2	BMK - 1000		
Issue # Pi- 100,065			
Label P/N 70009			
AHU – 2	CSAA05OUAL00	K21G15495	
Direct drive			
2 – Baldor supply fans			15 hp
2 – Baldor return fans			7.5 hp
Filters			
(x5) 16 x 20 x 2			
(x5) 16 x 20 x 4			
(x10) 20 x 25 x 4			
(x10) 20 x 25 x 2			
Chiller – 1	CGAM 080F 2W02 AXD2 A1A1 A1AX XA1A 1A4X XXXX XA1A 3A1D 1XXL XX	Q21G0 2161	
Chiller - 2	CGAM 080F 2W02 AXD2 A1A1 A1AX XA1A 1A4X XXXX XA1A 3A1D 1XXL XX	Q21G02162	
	1	i e	i i

# Filter List

## Old Health Building

Filter Size	Qty
16 x 20 x 2	4
20 x 25 x 2	24
16 x 25 x 2	6

## New Health Building

Filter Size	Qty
20 x 20 x 2	6
16 x 20 x 2	12
16 x 25 x 2	12

## Sanders Building

Filter Size	Qty
20 x 20 x 1	2
10 x 20 x 1	1

## Tart Building

Filter Size	Qty
20 x 20 x 2	20
20 x 24 x 2	6
12 x 24 x 2	3
24 x 20 x 2	6
24 x 24 x 2	12

## **Smith Building**

Filter Size	Qty
16 x 20 x 2	12
20 x 20 x 2	24
20 x 25 x 2	6

## **Britt Building**

Filter Size	Qty
16 x 20 x 2	48

## **Public Safety Building**

Filter Size	Qty
16 x 20 x 2	28
20 x 20 x 2	6

## Steam Building

Filter Size	Qty
20 x 25 x 2	20

## Old Wilson Building

Filter Size	Qty
16 x 25 x 2	22
16 x 20 x 2	32
20 x 25 x 2	16

## **New Wilson Building**

Filter Size	Qty
16 x 20 x 2	24
12 x 20 x 2	9

## Elsee Building

Filter Size	Qty
20 x 25 x 2	16
12 x 24 x 2	8

## **Learning Resource Center**

Filter Size	Qty
16 x 25 x 2	6
20 x 25 x 2	3
16 x 20 x 2	4
20 x 24 x 2	16
24 x 24 x 2	4

## **Wood Building**

Filter Size	Qty
Air handler #1	
16 x 20 x 2	5
20 x 25 x 2	10
16 x 25 x 4	5
20 x 25 x 4	10
Air handler #2	
16 x 20 x 2	5
16 x 20 x 4	5
20 x 25 x 4	10
20 x 25 x 2	10

Proposal Number: 104-202324004	Vendor:
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#### ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

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

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

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

#### ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_HUB-Supplemental-Vendor-Information\_9.2021.pdf

#### ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link: <a href="https://files.nc.gov/ncdoa/pandc/OnlineForms/Form">https://files.nc.gov/ncdoa/pandc/OnlineForms/Form</a> Customer Reference Template 09.2021.pdf

#### 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://files.nc.gov/ncdoa/pandc/OnlineForms/Form Location-of-Workers 09.2021.pdf

#### ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

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