Bidder: ____

Durham Public Schools

Durham Public Schools RFP# 179-2627-739-DDWP_FIRE_MARSH Attn: Amy Morris 511 Cleveland Street Durham, NC 27701	**REQUEST FOR PROPOSALS NO:** **RFP# 179-2627-739-DDWP_FIRE_MARSH** ____________________________________ **Proposals Due: August 20, 2026 1:00pm**
Direct all inquiries concerning this RFP to: **Durham Public Schools** **Attn: Amy Morris** **All questions must be submitted via email no later than July 29, 2026 at 2pm**	**Contract Type: Open Market, Purchase using various funds; when using Federal Funds Durham Public Schools will follow all Federal guidelines.**
Email: Dist.Purchasing@dpsnc.net	**Using Agency Name:** **Durham Public Schools**

Bids will be publicly opened on: August 20, 2026 3:00 pm

NOTE: Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. ALL QUESTIONS MUST BE SUMITTED IN WRITING, EITHER BY EMAIL or TO THE ADDRESS LISTED ABOVE. NO QUESTIONS will be received by telephone. Questions received after the date and time listed above will not be considered. A summary of all questions and answers will be posted on the Interactive Purchasing System as an addendum, located under the RFP # being modified. It is the OFFEROR'S responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

NOTICE TO BIDDERS

Sealed proposals subject to the conditions made a part hereof, will be received until 1:00pm on August 20, 2026 for furnishing and delivering the commodities/services described herein and then publicly opened.

Bids submitted via telegraph, facsimile (FAX) machine, telephone and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable. Bids are subject to rejection unless submitted on this form.

Please submit three (3) copies and one (1) electronic copy of your proposal. One copy must be marked original.

EXECUTION

In compliance with this Request for Proposals, 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 certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

<table>
<tr><td colspan="4">VENDOR:</td></tr>
<tr><td colspan="2">STREET ADDRESS:</td><td>P.O. BOX:</td><td>ZIP:</td></tr>
<tr><td colspan="2">CITY & STATE & ZIP:</td><td>TELEPHONE NUMBER:</td><td>TOLL FREE TEL. NO:</td></tr>
<tr><td colspan="4">PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):</td></tr>
<tr><td colspan="2">PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</td><td colspan="2">FEDERAL ID NUMBER:</td></tr>
<tr><td>VENDOR'S AUTHORIZED SIGNATURE:</td><td>DATE:</td><td colspan="2">EMAIL:</td></tr>
</table>

Offer valid for at least 120 days from date of proposal opening, unless otherwise stated here: ______ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by Durham Public Schools, an authorized representative of Durham Public Schools shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR DURHAM PUBLIC SCHOOLS USE ONLY: Offer accepted and Contract awarded this ____ day of _______________, 20____, as indicated on the attached certification, by

1.0 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

1.1 Proposal Questions

Written questions concerning this RFP will be received until **July 29, 2026 at 2:00pm** Eastern Standard Time. They must be sent via e-mail to: **Dist.Purchasing@dpsnc.net.** Please insert "Questions for bid **RFP# 179-2627-739-DDWP_FIRE_MARSH** as the subject for the email.

Durham Public Schools will prepare responses to all written questions submitted and post an addendum to our DPS website https://www.dpsnc.net/documents/resources/bidding-and-rfps/2025-26%3A--bidding/16583528 oral answers are not binding on Durham Public Schools.

Questions received prior to the submission deadline date, Durham Public Schools response, and any additional terms deemed necessary by Durham Public Schools be posted in the form of an addendum to our DPS website, https://www.dpsnc.net/documents/resources/bidding-and-rfps/2025-26%3A--bidding/16583528, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Durham Public Schools 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 an Addendum to this RFP.

Vendor contact regarding this RFP with anyone other than DPS employee listed above may be grounds for rejection of said Vendor's offer.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State website for any and all Addenda that may be issued prior to the offer opening date.

1.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance within the instructions in Section 1.1 PROPOSAL QUESTIONS. If Durham Public Schools 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. Durham Public Schools may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, Durham Public Schools rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. 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. **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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by Durham Public Schools. Identification of objections or exceptions to Durham Public Schools terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

Contact with anyone working for or with Durham Public Schools regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.0 PROPOSAL SUBMITTAL

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of proposal & Office address for hand-delivery
Durham Public Schools **RFP# 179-2627-739-DDWP_FIRE_MARSH** **Purchasing Department** **Attn: Amy Morris** **511 Cleveland Street** **Durham, NC 27701**

IMPORTANT NOTE: All proposals shall be delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may **not** be delivered to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal.

a) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

2.1 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items, and those attachments should be arranged in the following order:

a) Cover Letter
b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP, and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
d) Completed and accurate MWBE/HUB Affidavits with supporting documentation showing good faith efforts, which may include copies of email and other outreach to MWBE/HUB contractors, unless you are self-performing the work.
e) Completed Attachment C: Pricing Form.
f) Bid bond of at least 5% of bid amount are required for construction or repair projects in excess of $500,000.

2.2 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

b) BUYER: The employee of Durham Public Schools or Other Eligible Entity that places an order with the Vendor.

c) CONTRACT LEAD: Representative of Durham Public Schools who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to Durham Public Schools and who will administer this contract

d) E-PROCUREMENT SERVICES: The program, system, and associated services through which the State conducts electronic procurement.

e) FOB-DESTINATION: Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.

f) LOT: A grouping of similar products within this RFP.

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

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

i) RFP: Request for Proposal

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

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

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS PROPOSAL REVIEW AND AWARD

It is the intent of Durham Public Schools to award this RFP to the responsible bidder(s) who best matches the needs of Durham Public Schools. Durham Public Schools reserves the right to reject any and all bids. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation.

While it is the intent of Durham Public Schools to award this RFP to a single Vendor, Durham Public Schools 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 Durham Public Schools to do so.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

Durham Public Schools reserves the right to waive any minor informality or technicality in proposals received.

3.1 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the 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 and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.2 PROPOSAL EVALUATION PROCESS

Durham Public Schools shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

Durham Public Schools will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor in a sealed envelope or package.
All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. 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 discussion with any or all Vendors for the purpose of 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.

Durham Public Schools reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with Durham Public Schools, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, Durham Public Schools will make Award(s) based on the evaluation and post the award(s) to IPS 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 Durham Public Schools.

3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department 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 Durham Public Schools to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 1.1.

4.1 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.2 INVOICES

a) Invoices must be submitted to the Accounts Payable Office on the Vendor(s) official letterhead/stationery.

b) Invoices must bear the correct contract number/purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

c) Invoices must include an accurate description of the work/items for which the invoice is being submitted, the invoice date, the period of time covered when applicable, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.3 PAYMENT TERMS

a) The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal.

b) The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by Durham Public Schools.

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT D: 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 Durham Public Schools within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 VENDOR EXPERIENCE

When applicable in its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. 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

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. Durham Public Schools may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

4.7 BACKGROUND CHECKS

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 details below must be provided to Durham Public Schools:

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 a statement that it 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 a statement it 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, proceedings, 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 responses to these requests shall be considered to be continuing representations and Vendor's failure to notify Durham Public Schools 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.

Any personnel or agent of the 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 Durham Public Schools.

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. Durham Public Schools will approve or disapprove the requested substitution in a timely manner. Durham Public Schools may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, Durham Public Schools may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

a) 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 agrees that it will not enter any agreement with a third party that may abridge any rights of Durham Public Schools under this Contract. 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 Durham Public Schools. 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).

b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this 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 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 Deliverables.

c) Vendor warrants that it has the financial capacity to perform and to continue 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.

5.0 SCOPE OF WORK/ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, Durham Public Schools shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 Durham Public Schools shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of 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 requirements, acceptance criteria or otherwise fail to conform to the contract, Durham Public Schools may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.1 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures is a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

5.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to Durham Public Schools’ Contract Lead for resolution. A claim by Durham Public Schools shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

5.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by Durham Public Schools and Vendor.

Fire Door, Fire/Smoke Damper, Firestop/Penetration Inspection, Survey, Inventory, Reporting, and ROM Remediation Costs

6.0. SCOPE OF WORK

Introduction

Durham Public Schools (DPS) is seeking a qualified contractor to establish a comprehensive life-safety compliance baseline for non-sprinklered elementary schools through the inspection, inventory, documentation, reporting, and limited repair of fire-rated life safety systems. The project includes 20 facilities, divided into two increments (Increment 1/Increment 2) of 10 schools each, and includes fire-rated doors, smoke-rated doors, fire and smoke dampers, firestop systems, penetration seals, and other fire-resistance-rated barrier assemblies. It is intended that the scope for both Increment 1 and Increment 2 run concurrently to maximize the district's response to safety related repairs.

The selected contractor will perform detailed field inspections to identify and inventory all applicable assets, assess compliance with applicable NFPA standards and building codes, document deficiencies with photographs, assign asset identifiers, and provide comprehensive reporting. Minor repairs that can be completed during the inspection process shall be performed to improve compliance and functionality. Deficiencies requiring more extensive corrective action will be identified, prioritized, and documented for future remediation.

In addition to inspections, the contractor shall develop Rough Order of Magnitude (ROM) repair cost estimates to support DPS maintenance planning, capital improvement budgeting, and long-term compliance efforts. All identified deficiencies will be classified as High, Medium, or Low Priority based on life-safety impact, code compliance risk, and urgency of corrective action. Major repair recommendations shall include supporting documentation, photographs, corrective action recommendations, and budgetary cost estimates.

Upon completion of the work, the contractor shall provide facility-level reports for each school, a district-wide program summary, and sortable electronic asset inventories in PDF and Excel formats. All inspection data, deficiencies, repair documentation, photographs, and associated records must also be uploaded to the DPS Fire Marshal's LiveSafe platform.

The overall objective of this project is to provide DPS with a complete and accurate inventory of life-safety assets, improve compliance through completion of minor repairs, identify and prioritize major deficiencies, and create a data-driven framework for future maintenance, capital planning, and regulatory compliance initiatives.

Project Intent

The intent of this project is to establish a comprehensive life-safety compliance baseline for selected DPS facilities through inspection, inventory, deficiency identification, reporting, and completion of appropriate minor repairs related to fire-rated doors, fire/smoke dampers, and fire-rated penetrations and barrier assemblies.

The completed project shall provide Durham Public Schools with:

- A complete inventory of inspected assets
- Documentation of compliance and non-compliance conditions
- Correction of appropriate minor deficiencies during the inspection process
- Identification and prioritization of major deficiencies requiring future corrective action
- Budgetary information and cost data to support future maintenance planning, capital planning, and compliance efforts

Schools Included in this Project

The Contractor shall perform inspections, surveys, reporting, and minor repairs at the following non-sprinklered elementary schools. (See next page for school list.)

Increment 1

School	Schedule	Fire Doors (FD)	Dampers (DMP)	Square Feet (SF)
Club Boulevard Elementary	Traditional	43	24	45,099
Easley Elementary	Year-Round	14	80	74,626
E.K. Powe Elementary	Traditional	105	N/A	99,384
George Watts Elementary	Traditional	86	11	65,481
Hillandale Elementary	Traditional	76	99	85,890
Burton Elementary	Traditional	19	15	71,630
C.C. Spaulding Elementary	Traditional	72	41	68,486
Eastway Elementary	Year-Round	67	8	80,592
Forest View Elementary	Traditional	86	87	95,490
Hope Valley Elementary	Year-Round	66	36	83,260

* *Fire Door and Damper quantities are estimates and shall be verified and updated by the Contractor during performance of the work. Schedules for standard and year-round schools provided in exhibit A.*

Increment 2

School	Schedule	Fire Doors (FD)	Dampers (DMP)	Square Feet (SF)
Holt Elementary	Year-Round	43	24	N/A
Little River Elementary	Year-Round	78	25	83,620
Mangum Elementary	Traditional	38	11	54,838
Merrick Moore Elementary	Traditional	58	11	65,481
Lakewood Elementary	Traditional	76	87	106,531
Morehead Elementary	Traditional	42	49	40,861
Oak Grove Elementary	Year-Round	84	40	96,061
Southwest Elementary	Traditional	7	109	93,762
Y.E. Smith Elementary	Traditional	38	28	46,311
Whitted School	Traditional	10	N/A	N/A

* *Fire Door and Damper quantities are estimates and shall be verified and updated by the Contractor during performance of the work. Schedules for standard and year-round schools provided in exhibit A.*

6.1 Scope of Services

A. Survey and Inspections

The Contractor shall provide all labor, supervision, equipment, materials, documentation, and reporting necessary to perform a comprehensive inspection and survey of:

1. Fire-rated doors
2. Smoke-rated doors
3. Fire dampers
4. Smoke dampers
5. Combination fire/smoke dampers
6. Firestop systems and penetration seals
7. Fire-resistance-rated wall and ceiling penetrations
8. Other associated life-safety barrier assemblies encountered during the inspection process

The Contractor shall:

1. Identify and inventory applicable assets
2. Inspect and evaluate assets for code compliance and operational readiness
3. Document deficiencies and non-compliant conditions
4. Photo documentation
5. Assign unique asset identifiers
6. Provide recommendations for major repairs
7. Develop facility-level and program-level summary reports

Contractor Inspection Requirements

For all work completed, the Vendor shall adhere to all requirements outlined by NFPA, local and State Building Codes, and any authority having jurisdiction requirements for testing, inspection, maintenance, and repair, which include, but are not limited to, the following:

B. Rough Order of Magnitude (ROM) Repair Cost Estimates

As part of the proposal, the Contractor shall provide Rough Order of Magnitude (ROM) repair cost estimates based on the historical inspection reports provided by Durham Public Schools (2022 and 2023 inspections for fire-rated doors, fire/smoke dampers).

The purpose of these estimates is to assist Durham Public Schools with future maintenance planning, capital improvement budgeting, and prioritization of corrective work.

The Contractor acknowledges and understands that:

- The historical inspection reports were prepared by previous inspection firms and may not reflect current field conditions.
- Conditions observed during the Contractor's inspections performed under this Contract will likely differ from the historical reports due to completed repairs, facility modifications, deterioration, changes in occupancy, differing inspection methodologies, and professional judgment.
- The ROM pricing submitted with the proposal shall be considered budgetary estimates only and shall not constitute a commitment to perform repairs at the proposed pricing.
- Upon completion of the inspections, Durham Public Schools will request updated ROM repair estimates based on the Contractor's actual inspection findings.

C. Deficiency Priority Classification

The Contractor shall assign a priority level to every identified deficiency for fire-rated doors, fire/smoke dampers, and fire-rated penetrations. Priority classifications shall be based on the severity of the deficiency, its impact on life safety and code compliance, and the urgency of corrective action.

High Priority (Critical)

Deficiencies that significantly impair or eliminate the intended fire- or smoke-resistance performance of the assembly or create a substantial life-safety concern.

Examples include, but are not limited to:

- Fire-rated doors that cannot positively latch or self-close
- Missing or damaged fire door components required for code compliance
- Damaged or inoperable fire/smoke dampers that fail operational testing
- Dampers obstructed or prevented from closing
- Missing fire/smoke dampers where required
- Unsealed or improperly sealed penetrations that compromise a fire-rated wall, floor, or smoke barrier
- Large openings or damaged fire-resistance-rated assemblies
- Deficiencies that would likely result in failure of the rated assembly during a fire event
- Conditions representing significant non-compliance with applicable NFPA standards or the adopted building and fire codes

Medium Priority (Important)

Deficiencies that reduce the effectiveness or reliability of the fire-rated assembly but do not completely compromise its intended life-safety function.

Examples include:

- Fire door hardware requiring adjustment or replacement
- Damaged gasketing or edge seals
- Minor frame or leaf damage not affecting structural integrity
- Dampers requiring cleaning, lubrication, or minor mechanical adjustment
- Missing identification labels where performance can otherwise be verified
- Firestop systems requiring localized repair or replacement
- Moderate deterioration that could worsen if not addressed

Low Priority (Routine Maintenance)

Minor deficiencies that have little or no immediate impact on the fire-resistance performance of the assembly should be corrected to maintain long-term compliance.

Examples include:

- Minor cosmetic damage
- Missing documentation or labeling
- Housekeeping items affecting accessibility for future inspections
- Minor preventative maintenance recommendations
- Conditions suitable for correction during routine maintenance activities

Contractor Deliverable

The Contractor shall assign a priority level to each identified deficiency and provide sufficient documentation to support the recommended classification. Documentation shall include:

- Deficiency description
- Applicable code or NFPA reference (when applicable)
- Building and room location
- Photographs
- Recommended corrective action
- Estimated ROM repair cost

DPS reserves the right to review and modify the assigned priority classifications as part of its maintenance and capital planning process.

D. Minor and Major Repairs

The Contractor shall evaluate each deficiency and determine whether corrective action constitutes a minor repair or major repair.

Historical Minor Repair Targeting

Fire Doors

- Contractor shall use documents provided in Exhibit B to determine the value of minor repairs that can be completed to fire door assemblies during inspection and survey. See section 4.2 regarding targeted minor repairs.
    - Note that no minor repairs should be completed to any one asset if a major repair will supersede the repairs made.

Dampers

- Contractor shall use documents provided in Exhibit B to determine the value of minor repairs that can be completed to damper assemblies during inspection and survey. See section 4.2 regarding targeted minor repairs.
    - Note that no minor repairs should be completed to any one asset if a major repair will supersede the repairs made.

Project Repair Classifications – Major and Minor

Fire Doors

- **Minor Repairs**
  Adjustments, hardware replacements, and code-compliance corrections that can be completed without replacing the door or frame. Examples include door and hardware adjustments, hinge and closer repairs/replacements, gasket and sweep replacement, fastener installation, latch adjustments, gap corrections, relabeling, and other minor compliance-related repairs.

- **Major Repairs**
  Requires replacement of primary fire-rated components or significant modifications to the opening. Examples include door or frame replacement, fire-rated glazing replacement, complete hardware replacement, rolling fire door replacement, opening reconstruction, specialty fabrication, structural modifications, field labeling, or conditions requiring engineering review.

Dampers

- **Minor Repairs**
  Routine maintenance and adjustments that restore proper damper operation without replacing the damper assembly. Examples include cleaning, debris removal, fusible link replacement, linkage adjustments, damper resets, fastener or label replacement, tagging, actuator adjustments, and minor access panel hardware repairs.

- **Major Repairs**
  Replacement of damper assemblies or significant modifications to associated building systems. Examples include actuator replacement, fire/smoke/combination damper replacement, new access door installation, ductwork modifications, sleeve replacement, electrical or fire alarm interface modifications, structural alterations, and damper relocation.

General Note for Fire Doors and Dampers

Minor repairs should be excluded when a major repair is required for the same asset, as the major repair will supersede and incorporate any associated minor corrective work.

Examples include replacing hardware on a door requiring replacement, replacing seals on a frame requiring replacement, or performing repairs to components that will be removed as part of a larger corrective action.

E. Deliverables and Reporting Requirements

Upon completion of all inspections, surveys, and testing, the Contractor shall provide a comprehensive final report for each school and an overall program summary within 30 days of completion.

The final report shall include:

- Asset inventory of all inspected fire doors, dampers, firestops, penetrations, and associated life-safety assemblies.
- Inspection and survey results for each asset.
- Deficiencies identified, including applicable code references and supporting photographs.
- Minor repairs completed during the inspection process.
- Assets requiring major repair or replacement.
- Recommended corrective actions and priority rankings.
- Budgetary pricing and repair recommendations for all major repairs identified.

All major repair conditions shall be documented in the final report and shall include:

- Asset identification and location.
- Description of deficiency.
- Recommended corrective action.
- Supporting photographs.
- Estimated repair cost or budgetary cost range.

- Priority ranking.

In addition to the final report, the Contractor shall submit a proposal for all identified major repairs, organized by school and asset type, to assist DPS with future procurement, budgeting, and capital planning efforts.

Required File Formats

All deliverables shall be provided in:

- Searchable PDF format.
- Microsoft Excel format.

Excel files shall contain sortable and filterable asset inventories, deficiencies, completed minor repairs, recommended major repairs, priority rankings, and associated cost information.

All inspection reports, databases, photographs, spreadsheets, electronic records, asset inventories, and associated work products developed under this Contract shall become the property of Durham Public Schools.

Please use a consistent file naming conventions like the following: *School-Room-AssetID-Date.jpg*

LiveSafe Requirements

The Contractor shall upload all inspection records, inventories, deficiencies, repair documentation, photographs, and supporting information to the Fire Marshal's LiveSafe platform.

The Contractor shall include all costs associated with LiveSafe coordination, data preparation, data entry, uploads, software licensing, and administrative requirements within its proposal. No additional compensation shall be provided by DPS for LiveSafe-related services.

The Contractor shall be responsible for ensuring all required documentation is submitted in a format acceptable to the Fire Marshal and fully uploaded to the LiveSafe platform upon project completion.

Vendor shall acknowledge that they have reviewed the LiveSafe requirements and have included all associated costs in their proposal.

F. Proposal Schedule

EVENT	**RESPONSIBILITY**	**DATE & TIME**
Issue RFP	DPS	**July 15, 2026**
Submit Written Questions	Vendor	**July 29, 2026 – 2:00 p.m.**
Provide Response to Questions	DPS	**August 5, 2026**
Proposals Due	Vendor	**August 20, 2026 – 1:00 p.m.**
Bid Opening	DPS	**August 20, 2026 – 3:00 p.m.**
Vendor Interviews (If Required)	DPS	**August 25, 2026**

G. Proposal Requirements:

1. **Cover Letter**

2. **Title Page:** Include the company name, address, phone number and authorized representative along with the Proposal Number.

3. **Vendor Qualifications:** Provide years in business, organizational structure, and key personnel to be assigned to project. Include team members' experience with similar projects. The Contractor shall demonstrate:

   - Experience performing fire door inspections in accordance with NFPA 80.
   - Experience performing fire/smoke damper inspections in accordance with NFPA 80 and NFPA 105.
   - Experience inspecting firestop systems.
   - Experience working in occupied K-12 educational facilities.
   - Availability of certified personnel for the duration of the project.
   - Ability to provide all required reports and electronic deliverables

4. **Relevant Experience:** Provide at least 3 comparable projects, including district/client name, project description, size and scope, and contact information.

5. **Project Approach & Timeline:** Provide a detailed project approach, timeline and delivery schedule. Timeline and schedule to address work hours that minimize significant disruption to regularly scheduled school hours. Work hours will require early morning, late afternoon/evening, and weekend work. Provide clarity on schedule expectations including anticipated start date, duration for each school, number of inspection crews, sequence of work, milestone schedule, and anticipated completion date. (See Exhibit A for traditional and year-round school calendars.) Identify positions with corresponding percentage of time each person will dedicate including possible positions like the following:
   - Project Manager
   - Lead Inspector(s)
   - Fire Door Inspector certifications
   - Damper Inspection personnel
   - Firestop specialists
   - Administrative/reporting staff

6. **School Disruption Plan**: Explain the plan to work around occupied schools, student safety, access control, after-hours work, weekend work, and communication with principals and the DPS project manager.

7. **Vendor Response Matrix**: Vendors shall provide a narrative response demonstrating how each requirement in Section 6.0 Scope of Work will be met. Responses shall identify the proposed methodology, personnel responsible, deliverables, and any assumptions or exclusions.

8. **Assumptions & Exclusions:** Vendors shall clearly identify any assumptions made in preparing their proposal and specifically list any exclusions from the proposed scope. Failure to identify exclusions

shall constitute the Vendor's acknowledgement that all requirements identified in this RFP are included in the proposed price.

9. **Certifications:** Identify applicable certifications (i.e. NFPA 80, NFPA 105, Fire Door Assembly Inspector (FDAI), Damper Inspection certification, etc.)

10. **Quality Assurance / Quality Control:** Describe your process for field inspections, report review, photograph verification, code citations, and final deliverables.

11. **Sample Reports:** Submit one facility report from a project of similar size with confidential information removed.

12**. Fee Proposal:**

The Vendor shall submit a detailed Fee Proposal that clearly identifies all costs associated with the described in this RFP. Pricing shall include all labor, supervision, travel, equipment, materials, administrative costs, reporting, LiveSafe data entry, and all other costs necessary to complete the project. No additional compensation will be provided unless approved by Durham Public Schools through a written contract amendment.

A. Pricing for survey, inspection, reporting and minor repairs

Provide a lump sum fee for completing all surveys, inspections, reporting, documentation, LiveSafe data entry, and minor repair services identified in this RFP including:

- Estimated project duration by Increment 1 and Increment 2
- Number of inspection crews proposed
- Number of personnel assigned to the project and their respective roles (i.e. Project Manager, Lead Inspector, Damper Inspectors, Firestop Specialist, Administrative/Reporting Staff, etc.)
- Estimated number of days required per school
- Any assumptions used in developing the fee schedule

B. Rough Order of Magnitude (ROM) Repair Costs

Based on the historical inspection reports provided by DPS, submit budgetary Rough Order of Magnitude (ROM) pricing for anticipated major repairs including:

- Identify the assumptions used to develop the estimates
- Clearly state the pricing is budgetary and based on historical information
- Include sufficient detail to assist DPS in future maintenance planning and capital budgeting

The Fee Proposal shall remain valid for the duration of the proposal validity period specified in this RFP.

13. **Execution Pages:** Completed and signed version of EXECUTION PAGES, along with the body of the RFP,

and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).

14. **MWBE/HUB Affidavits:** Completed and accurate MWBE/HUB Affidavits with supporting documentation showing good faith efforts, which may include copies of email and other outreach to MWBE/HUB contractors, unless you are self-performing the work.

15. **Bid Bond:** Bid bond of at least 5% of bid amount are required for construction or repair projects in excess of $500,000.

I. Evaluation Criteria

Criteria	**Weight**
Firm Capabilities & Experience	10%
Project Team & Certifications	15%
Technical Approach	25%
Proposed Timeline	25%
Cost Proposal	25%

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** Durham Public Schools reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

4. **BASIS FOR REJECTION**: Pursuant to 01 NCAC 05B .0501, Durham Public Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to Durham Public Schools, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of Durham Public Schools.

5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4 and 5 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.

8. **SUSTAINABILITY**: To support the sustainability efforts of Durham Public Schools of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

   - Four copies of the proposal are to be submitted and printed double-sided.
   - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
   - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
   - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), Durham Public Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

10. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. The "Principal Place of Business" is defined as that principal place from which the trade or business of the Vendor is directed or managed.

11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

12. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the Durham Public Schools, Office of Public Affairs, P. O. Box 30002, Durham, NC 27702. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at https://www.dpsnc.net/documents/resources/bidding-and-rfps/2025-26%3A--bidding/16583528. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

13. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

14. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of Durham Public Schools concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless Durham Public Schools directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of Durham Public Schools, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

15. **TABULATIONS**: Proposal tabulations can be electronically retrieved from our DPS website, https://www.dpsnc.net/documents/resources/bidding-and-rfps/2025-26%3A--bidding/16583528. Lengthy or complex tabulations may be summarized, with other details not made available on our DPS website, and requests for additional details or information concerning such tabulations cannot be honored.

16. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interest to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information are available at the following website http://ncadmin.nc.gov/about-doa/divisions/purchase-contract.

17. **WITHDRAWAL OF PROPOSAL**: A Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

18. **INFORMAL COMMENTS:** Durham Public Schools shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of Durham Public Schools during the competitive process or after award. Durham Public Schools is bound only by information provided in this RFP and in formal Addenda issued on our DPS website. https://www.dpsnc.net/documents/resources/bidding-and-rfps/2025-26%3A--bidding/16583528.

19. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Durham Public Schools of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

20. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

21. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describes what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.

22. **INSPECTION AT VENDOR'S SITE:** Durham Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for Durham Public Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

*A*TTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, Durham Public Schools shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of Durham Public Schools, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to Durham Public Schools for damages sustained by Durham Public Schools by virtue of any breach of this contract, and Durham Public Schools may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due Durham Public Schools from such breach can be determined. Durham Public Schools reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to Durham Public Schools.

   In case of default by the Vendor, Durham Public Schools may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, Durham Public Schools may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with Durham Public Schools.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. Durham Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

   a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

   b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

   c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

   d. Durham Public Schools is NOT tax exempt unless otherwise indicated; tax must be computed and added to your bid as a separate line item. Any itemized shipping charges are also subject to tax. When invoiced, tax should be invoiced as a separate line item.

5. **<u>SITUS</u>:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **<u>GOVERNING LAWS</u>:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.

7. **<u>PAYMENT TERMS</u>:** Payment terms are Net no later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

8. **<u>AFFIRMATIVE ACTION</u>:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

9. **<u>INTELLECTUAL PROPERTY INDEMNITY</u>**: Vendor shall hold and save Durham Public Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

10. **<u>ADVERTISING</u>:** Vendor agrees not to use the existence of this Contract or the name of Durham Public Schools of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether Durham Public Schools is willing to act as a reference by providing factual information directly to other prospective customers.

11. **<u>ACCESS TO PERSONS AND RECORDS</u>:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

12. **<u>ASSIGNMENT</u>:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

    However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, Durham Public Schools may:

    a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and

    b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

    In no event shall such approval and action obligate Durham Public Schools to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, Durham Public Schools, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **<u>INSURANCE</u>:**

    COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Vendor shall hold and save Durham Public Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that Durham Public Schools has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against Durham Public Schools agents who are involved in the delivery or processing of Vendor goods or services to Durham Public Schools. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of or have any individual contractual relationship with Durham Public Schools.

16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by Durham Public Schools assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.

17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 20 of Attachment A: Instructions to Vendor.

18. **TERMINATION FOR CONVENIENCE:** Durham Public Schools may terminate this contract at any time by providing 30 days' notice in writing from Durham Public Schools to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of Durham Public Schools, become its property. If the contract is terminated by Durham Public Schools as provided in this section, Durham Public Schools shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

19. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of Durham Public Schools.

20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by Durham Public Schools for use in connection with the performance of this contract or purchased by or for Durham Public Schools for this contract, and Vendor will reimburse Durham Public Schools for loss or damage of such property while in Vendor's custody.

21. **PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall become the property of Durham Public Schools, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to Durham Public Schools; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants Durham Public Schools a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to Durham Public Schools of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

    If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

    Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a State contract to a location outside of the United States.

23. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

24. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda thereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

    All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

25. **AMENDMENTS:** This contract may be amended only by a written amendment duly executed by Durham Public Schools and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

26. **WAIVER:** The failure to enforce or the waiver by Durham Public Schools of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to Durham Public Schools under applicable law.

ATTACHMENT C: PRICING

Total Cost			

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: ____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: __________________________

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification, and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

____

Signature Date

____

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

Exhibit A

DPS School Schedules for 2026-2027 School Year

[DPS 26-27 School Calendar - Traditional]

[DPS 26-27 School Calendar - Year-Round]

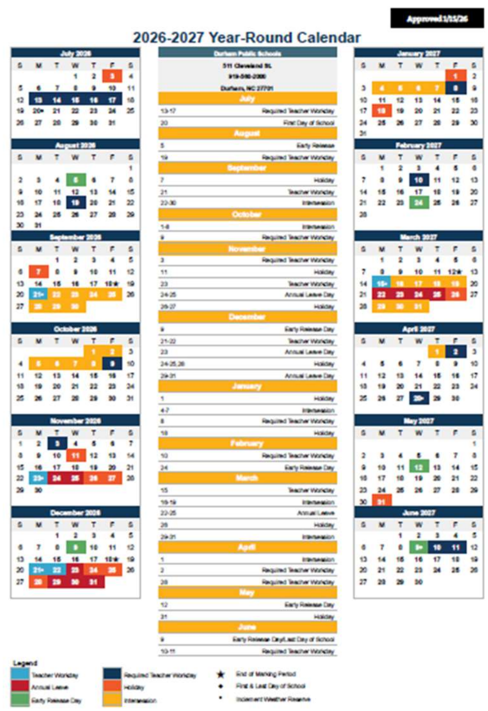

Exhibit B

Historical Data

Damper Reports:

Increment 1A
Damper Summary.pc

Increment 1B
Damper Summary.pc

Door Reports:

Increment 1A Door
Summary.pdf

Increment 1B Door
Summary.pdf

Exhibit C

RFP Vendor Checklist

Submitted	Proposal Item	Section
□	Cover Letter	G.1
□	Title Page	G.2
□	Vendor Qualifications	G.3
□	Relevant Experience (Minimum 3 Comparable Projects)	G.4
□	Project Approach & Timeline	G.5
□	School Disruption Plan	G.6
□	Vender Response Matrix	G.7
□	Assumptions & Exclusions	G.8
□	Certifications	G.9
□	Quality Assurance / Quality Control	G.10
□	Sample Facility Report	G.11
□	Fee Proposal – Survey, Inspection, Reporting & Minor Repairs	G.12.A
□	ROM Repair Cost Proposal (Based on Historical Information)	G.12.B
□	Completed Execution Pages	G.13
□	MWBE Documents	G.14
□	Bid Bond	G.15
□	Signature of Authorized Representative	Execution Pages