



Internal Services Department

July 9, 2024

TO: Prospective Contractors
FROM: Jonathan Butler, Facilities, Fleet, and Grounds Director
RE: York Chiller Preventative Maintenance

Cumberland County is soliciting proposals for HVAC Preventative Maintenance for Cumberland County's HVAC equipment. The Contractor shall provide all labor, equipment, and transportation and shall perform all preventative maintenance in connection with accomplishment of:

Preventative maintenance on chillers at the following County facilities: Cliffdale Library, 6882 Cliffdale Road; Department of Social Services (DSS), 1225 Ramsey Street; Detention Center, 204 Gillespie Street; Historic Courthouse, 130 Gillespie Street; Law Enforcement Center, 131 Dick Street and Public Health, 1235 Ramsey Street, Fayetteville, NC.

Specifications – See ATTACHMENT B: EQUIPMENT SCHEDULE & MINIMUM SERVICES

Proposals will be received in the Internal Services Department, 426 Mayview St. at any time **before 5 P.M.**, as per the clock located in the Internal Services office, **23rd of July 2024**. Proposals may also be submitted by email to Jonathan Butler at jbutler@cumberlandcountync.gov. The subject line **MUST** read "*RFP for York Chiller Preventative Maintenance*". It is the sole responsibility of the vendor to ensure that the proposal reaches the destinations listed above by the designed time and hour. If submitting by email, it is recommended that vendors obtain confirmation that email was received. Proposals received after the specified date and time will be deemed nonresponsive and cannot be considered for award. **Important Note: The Execution of Proposal (Attachment A) and all other required forms must be completed, signed, and submitted with proposals.**

Should additional information be necessary to prepare a proposal, written questions via email relating to such information may be submitted to Jonathan Butler at jbutler@cumberlandcountync.gov no later than **5 P.M., July 15, 2024**. Written questions and responses will be shared with all prospective vendors. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of the contract.**

This solicitation, all attachments and addenda are incorporated herein by reference to any executed contract resulting from this request for proposals. By submitting a proposal, the vendor agrees to meet all stated requirements, specifications, and terms and conditions stated in this solicitation. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County 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.

All addendums and/or corrections will sent by email to vendors who submit an intent to bid and be posted to the Cumberland County Vendor Self Service site:

<https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>

IMPORTANT INFORMATION CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the Vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing. Vendor’s notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the Vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Departments shall be deemed to be acceptance of the County Department’s statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

The County reserves the right to reject any and all proposals.

SERVICE SPECIFICATIONS

1. YORK CHILLER PREVENTATIVE MAINTNEANCE:

The Contractor shall provide all labor, equipment, transportation, and coordinating in connection with accomplishment of **YORK CHILLER Preventative Maintenance for Cumberland County.**

2. PERSONNEL:

- a. **Quality of Personnel.** All personnel employed by the Contractor in the performance of this service or any service representative of the Contractor entering Cumberland County Facilities shall conform to all security regulations which may be in affect during the contract period and shall be subjected to such checks as may be deemed necessary to assure that no violations occur. No employee will be permitted in Cumberland County Facilities when such a check reveals that his/her presence would be detrimental to the security of any Cumberland County Facilities or accomplishment of the work. The Contracting Officer may require the Contractor to remove any employee for misconduct or security reasons.
- b. **Project Manager/Supervisor.** The Contractor shall provide a Project Manager/Supervisor who will be responsible for the competent performance of the work. The Project Manager/Supervisor must have full authority to act for the Contractor at Cumberland County Facilities. The Project Manager/Supervisor or a designated representative shall meet with the Facilities and Grounds Manager as designated by the Assistant County Manager (Contracting Officer) to discuss immediate problem areas. The Project Manager/Supervisor or a representative shall respond within two (2) hours after notification. The contractor shall provide a point of contact (POC), telephone number, fax number and e-mail address to the Contracting Officer representative as a means of contact should the need arise.
- c. **Employee's Identification.** Contractor personnel must be recognizable as such while in any Cumberland County Facilities. This may be accomplished by wearing distinctive clothing bearing the

name of the company, or by the wearing of a clearly readable Identification (ID) badge furnished by the contractor, made of durable material or plastic, which consists of the Contractor's company name, employee's name, picture. The Contractor is responsible for acquiring an appropriate number of badges/clothing to meet their need at his/her own expense.

- 3. LOST AND FOUND PROPERTY.** It is the responsibility of the Contractor to ensure that all articles (personal or monetary) found by the Contractor's employees are turned into the Facilities and Grounds Manager.

4. QUALITY CONTROL/QUALITY ASSURANCE

Quality Control. The Contractor will establish a complete quality control program to ensure the requirements of the contract are provided as specified. One copy of the Contractor's Quality Control Program shall be provided to the Contracting Officer at the Pre-Work Conference. An updated copy must be provided to the Contracting Officer on contract start date and as changes occur. The program will include, but not limited to the following:

- An inspection system shall be established covering all the services to be performed under this contract. It must specify areas to be inspected on both a scheduled and unscheduled basis and the title of the individual (s) who will do the inspection.
- A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- A file of all inspections conducted by the Contractor and the corrective action taken. This document must be made available to the Contracting Officer representative, the Facilities and Grounds Manager, during the term of the Service Agreement.
- Quality Assurance. The Contracting Officer representative, the Facilities, Fleet and Grounds Director, will monitor the Contractor's performance under this Service Agreement using the quality assurance procedures specified in Paragraph 4.
- Performance Evaluation Meeting. The Contractor representative will meet with the Facilities, Fleet, and Grounds Director as needed during the term of the contract. A meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. The Contractor or his designated representative and the Facilities, Fleet, and Grounds Director will sign the written minutes of these meetings. Minutes signed by the Contractor or his designated representative and the Facilities, Fleet, and Grounds Director will be provided to the Contracting Officer. The Contracting Officer will resolve CDR differences between the Contractor and the Facilities, Fleet, and Grounds Director.
- Holidays, exempt as specified. Work shall not be required on the following holidays: New Years Day, Martin Luther King Birthday, Easter, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, and Christmas.
- Conservation of Utilities. The contractor will be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which shall be included but shall not necessarily be limited to:
 - Lights shall be used in areas where (and at the time when) work is actually being performed.
 - Water faucets or valves shall be turned off after the required usage has been accomplished.
 - County telephones will not be for personal reasons or any toll or long-distance calls.

5. **DAMAGED CAUSED BY THE CONTRACTOR.** The contractor on behalf of his/her employees will be held accountable and liable to the county for any damages to County facilities, fixtures, furnishings, equipment, and grounds.
6. **INTERFERENCE WITH GOVERNMENT OPERATIONS.** The Contractor and the Contractor's employees shall perform all routine and project work in such a way as not to interfere with regularly scheduled County operational activities.
7. **CIRCUMSTANCES TO BE REPORTED.** The Contractor and the contractor's employees shall report any circumstance or needed repair of the facility which may affect the performance of the work, and unhealthful or hazardous conditions, or any delays or interference with the work caused by the employees of the County. The Contractor shall make such report immediately upon discovery to the Contracting Officer's Representative.
8. **FREQUENCY OF SERVICE.** The frequency of services to be performed shall be in accordance with the specifications.
9. **WORK SCHEDULES.** The Contractor shall prepare a detailed work schedule for services to be performed in accordance with the specifications. This schedule shall be submitted to the Facilities, Fleet and Grounds Director for approval prior to the contract start date.
10. **ACCIDENT PREVENTION AND SAFETY REQUIREMENTS.** In order to provide safety controls for protection of life and health of employees and other persons, to prevent damage to property, material, supplies and equipment, and to avoid work interruptions in the performance of this contract:
 - a. The contractor shall maintain an accurate record of and shall report to the Facilities, Fleet, and Grounds Director in the manner and on the forms prescribed by the Facilities, Fleet, and Grounds Director, exposure data and all accidents, resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incident to work performed under this contract.
 - b. The Contracting Officer shall notify the contractor of any noncompliance with the foregoing provisions and the action to be taken by him. The Contractor shall, after receipt of such notice, immediately correct the conditions. Such notice, when delivered to the Contractor fails or refuses to comply promptly; the Contracting Officer may issue an order in writing. The provisions of paragraph 2, Section C of the Service Agreement will be cited.
 - c. Compliance with the provisions of this article by all employees of the Contractor shall be the responsibility of the Contractor.
 - d. Prior to commencement of work, the Contractor shall meet in conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of overall safety program of the Contractor during the execution of any contract award.
13. **FIRE, SAFETY, AND TRAFFIC REGULATIONS AND VEHICLE REQUIREMENTS.** The Contractor and his personnel shall comply with all fire, safety, and traffic regulations. Failure to comply with these regulations will be considered the cause of any damage to property or injury to personnel, which may result from the non-complying act(s) and/or omission(s). The Contractor shall be responsible for instructing his workmen in appropriate safety measures.
14. **KEY CONTROL.** The Contractor shall establish a key control system so that keys issued to the Contractor by the county are not lost or misplaced and are not used by unauthorized persons. The contractor for any reason shall not duplicate county furnished keys. Procedures developed to control County furnished keys, to determine authorized persons, and a list of authorized persons shall be included

in the Contractor's Quality Control Program specified in Paragraph 4. The Contractor shall reimburse the County for replacement of locks or rekeying required as a result of Contractor losing any key. If a master key is lost or duplicated, the County will replace all locks and keys for that system and the total cost charged against the contractor. The Contractor shall notify the Building orally within two (2) hours of discovering a key to be lost and provide written confirmation the Contracting Officer within 24 hours after a key is determined to be lost. The Contractor's use of County keys by authorized persons. The Contractor shall limit entrance to locked areas to personnel whose access has been approved in writing by the Contracting Officer.

15. In the event that weather or other conditions, which the Contractor has no control, prevent the Contractor from completing an item of work, as required by the specifications, the Contractor shall notify the COR of such conditions as soon as they arise.

SPECIFICATIONS: SCHEDULE OF WORK

Please see **“Attachment B”** for equipment inventory and minimum maintenance schedule.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the proposer. However, the specifications are not intended to purposefully exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question-and-answer period described above.

If the vendor does not submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications. The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

VENDOR'S RESPONSE REQUIREMENTS

Vendors must include the following in their proposal:

- Cost of service including any applicable fees (i.e. – mileage/travel)
- Please provide a minimum of three references for which your company has provided services of similar size and scope for chillers 100-ton or larger.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

- Please detail preventative maintenance plan for air-cooled chillers 100-ton or larger.
- Please detail preventative maintenance plan for water-cooled chillers 100-ton or larger.
- Any applicable terms – options for renewal or price lock should be included
- Quote must be signed
- Certificate of Insurance

The Execution of Proposal (Attachment A) must be completed, signed, and submitted with proposals.

List all other terms and conditions, considerations, and fees. Please be sure to note any minimum requirements per service year. Please attach additional sheets, if necessary. Vendors may attach on a separate sheet with any other type of discounts that are available.

List sales tax separately in your proposal and list/identify any other charges. If discount is available for prompt payment or bulk order, identify terms so it may be considered in analyzing proposal.

EVALUATION CRITERIA

All proposals will be evaluated initially to determine if they meet the minimum requirements, the proposal must be complete and be in compliance with all requirements of the RFP.

Criteria to be considered in evaluation will include:

- a. **Qualifications and Experience (10 points)**
- b. **Technical Approach (10 points)**
- c. **Cost/Pricing (10 points)**

METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

TERMS AND CONDITIONS

IRAN DIVESTMENT ACT: As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL: The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

INSURANCE REQUIREMENTS:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County 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 CONTRACTOR 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 CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the

CONTRACTOR 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.

During the term of the contract, the CONTRACTOR 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 CONTRACTOR shall provide and maintain the following coverage and limits (**CONTRACTORS may propose alternative insurance requirements. Acceptance of any insurance requirement changes will be at the discretion of the COUNTY and must be pre-authorized by Risk Management**):

Please note the County requires vendors to carry the following minimum insurance requirements:

- **Statutory limits on Worker's Compensation**
- **\$1,000,000 on Automobile**
- **\$1,000,000 on General Liability**

The Contractor shall furnish Cumberland County with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract. Evidence of additional insured status shall be noted on the certificate of insurance.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Cumberland County Risk Management, 117 Dick Street, Fayetteville, NC 28301.

ATTACHMENT A: EXECUTION OF PROPOSAL

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/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

_____ This proposal was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT B: EQUIPMENT SCHEDULE & MINIMUM SERVICES

I. SEE ATTACHED PDF FOR EQUIPMENT LIST

II. MINIMUM SERVICES BY EQUIPMENT TYPE

A. CHILLER – BASIC*

1. 1X/YEAR - Contractor is to perform at a minimum manufacturer's recommended annual preventative maintenance on all Chillers listed in attached equipment schedule. This should include coil cleanings and oil analysis on circuits.
 - i. Recommended annual preventative maintenance is to be performed on all Chillers prior to peak cooling season. (March-April)
2. 1X/YEAR – Contractor is to perform at a minimum one additional scheduled maintenance visit during peak cooling season. (June-August)

B. CHILLER – PREMIUM COVERAGE*

1. BASIC* coverage plus repair labor and materials included.

C. CHILLER – EMERGENCY COVERAGE*

1. BASIC* coverage plus guaranteed after-hours response time of no more than two hours for any emergency service calls.

III. ADDITIONAL REQUIREMENTS

A. TECHNICIAN CERTIFICATION REQUIREMENTS

- a. Contractor will be responsible for providing names and associated proof of York factory certified technicians for all technicians that will be conducting manufacturer's recommended preventative maintenance on York chillers.

B. REPORTING

- a. Contractor is to submit a detailed report to include all findings and results of any and all required tests performed on equipment (i.e. oil circuit analysis, fuel/air ratio, operating voltage/current). Report is to be submitted within two weeks following each scheduled preventative maintenance visit and should document all tasks performed, any deficiencies found, and corrective measures to be taken.

C. PREVENTATIVE MAINTENANCE CHECKLIST

- a. Included in Contractor's bid should be a detailed checklist for each individual preventative maintenance schedule based on equipment type.
- b. Chiller checklists should include minimum work performed during pre-season visit along with minimum work performed during peak-season visit.

ATTACHMENT B CONT.: CUMBERLAND COUNTY CHILLER EQUIPMENT SCHEDULE

LOCATION	EQUIPMENT ID:	TYPE OF SERVICE	MAKE	MODEL	S/N	VISITS/YEAR
DEPARTMENT OF PUBLIC HEALTH 1235 RAMSEY STREET, FAYETTEVILLE, NC 28301	CHILLER PUB HEALTH 01	CHILLER	YORK	YCIV0357EA46VAB	RMTM024078	2
		PREMIUM FULL COVERAGE*				
CUMBERLAND COUNTY LAW ENFORCEMENT CENTER 131 DICK STREET, FAYETTEVILLE, NC 28301	CHILLER LEC ROOF	CHILLER	YORK	YVAA0263BUM46BA	11551C84815892	2
		BASIC*				
	CHILLER LEC (EMERGENCY)	CHILLER	YORK	YLAA0070SE46XCBBXTXBXXBLXCXX44	2ABM023062	2
		BASIC*				
CUMBERLAND COUNTY DETENTION CENTER 204 GILLESPIE STREET, FAYETTEVILLE, NC 28301	CHILLER DET CTR 3	CHILLER	YORK	YVAA0215CDV46BA	2NYM018722	2
		BASIC*				
CUMBERLAND COUNTY EMERGENCY SERVICES 500 EXECUTIVE PLACE, FAYETTEVILLE, NC 28305	CHILLER EMSERV 01	CHILLER	AIRSTACK	ASP30X2H2A1	AJ 03-118	4
		BASIC*/EMERGENCY*				
CUMBERLAND COUNTY HISTORIC COURTHOUSE 130 GILLESPIE STREET, FAYETTEVILLE, NC 28301	CHILLER HIST COURTHOUSE	CHILLER	YORK	J25ZFE36A2CAA165375298	N0L8390208	4
		BASIC*				
DEPARTMENT OF SOCIAL SERVICES 1225 RAMSEY STREET, FAYETTEVILLE, NC 28301	CHILLER DSS 1	CHILLER	YORK	YZ-MA041AN045P042	SFGM370580	2
		BASIC*				
	CHILLER DSS 2	CHILLER	YORK	YZ-MA041AN045P042	SEHM548240	2
		BASIC*				
CLIFFDALE PUBLIC LIBRARY 6882 CLIFFDALE ROAD, FAYETTEVILLE, NC 28314	CHILLER CLIFFDALE 01	CHILLER	YORK	YLAA0058HE17XFB/R	SKDM645360	2
		BASIC*				