

# STATE OF NORTH CAROLINA

## Fayetteville State University

Request for Proposal #: 58-RFP250014

### Facilities Conditions Assessment

Date Issued: April 4, 2025

Direct all inquiries concerning this RFP to:

Victoria McAllister, Chief Procurement Officer

Email: [purchasing@uncfsu.edu](mailto:purchasing@uncfsu.edu)

Phone: (910) 672-1082

# STATE OF NORTH CAROLINA

## Request for Proposal #

**58-RFP250014**

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

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

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Vendor Name

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Vendor eVP#

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

***Electronic responses ONLY will be accepted for this solicitation via Bonfire.***

**STATE OF NORTH CAROLINA**  
**Fayetteville State University**

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> <b>Victoria McAllister</b> <b>Chief Procurement Officer</b> <b>purchasing@uncfsu.edu</b>	<b>Request for Proposal # 58-RFP250014</b>
	<b>Proposals will be publicly opened via Microsoft Teams on April 30, 2025 via Microsoft Teams. Please see Section 2.4 RFP Schedule for more details.</b>
<b>Using Agency: Fayetteville State University</b>	<b>Commodity No. and Description: 4711000-Industrial laundry and dry-cleaning equipment</b>
<b>Requisition No.: To be determined after award.</b>	

**EXECUTION**

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

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

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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

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

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

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

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public 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 Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

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

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

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

*Proposal Number: 58-RFP250014*

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

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

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

on the attached certification, by \_\_\_\_\_

**(Authorized Representative of Fayetteville State University)**

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## 1.0 PURPOSE AND BACKGROUND

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Fayetteville State University is seeking qualified firms to provide Facilities Condition Assessment (FCA) services. The purpose of the FCA is to perform a preliminary review of physical assets to identify problems, assess general costs, and note potential construction defects, components that may have a reduced service life, or systems that have been poorly maintained. This assessment will not provide a detailed analysis of each system but will focus on general issues and deferred maintenance that may affect the value or performance of the facility. The University prioritizes vendors with proven experience in higher education and a commitment to meeting the needs of campus leadership and FSU's institutional goals.

The FCA will not include routine maintenance items, detailed remedial plans, testing of materials, or engineering calculations to assess the adequacy of existing designs. The firm selected will provide a qualitative review of the property and recommend any further investigations if necessary.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of six (6) months, beginning on the date of final Contract execution (the "Effective Date") or August 1, 2025, whichever is determined after discussions with the vendor and University.

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

**ATTENTION: The E-Procurement fee does not apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

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

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors 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 or issues regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.


Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and**

incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

## 2.4 RFP SCHEDULE

The table below outlines the anticipated schedule for this RFP. While the State will make every effort to adhere to this schedule, they are subject to change at the State’s discretion.

Event	Responsibility	Date and Time
Issue RFP	State	April 4, 2025
Submit Written Questions	Vendor	April 15, 2025 by 5:00 pm ET
Provide Responses to Questions	State	April 22, 2025 by 5:00pm ET
Submit Proposals	Vendor	April 30, 2025 by 11:00am ET
Virtual Public Bid Opening	State	<p>April 30, 2025 by 11:30am ET</p> <p><b><u>Virtual Public Bid Opening Meeting</u></b></p> <p><b>Microsoft Teams</b> <a href="#">Need help?</a>  <a href="#">Join the meeting now</a>                      Meeting ID: 278 667 126 418                      Passcode: tr3BC6Gu</p> <p><b>Dial in by phone</b>  <a href="#">+1 910-491-9484,,851373978#</a> United States, Fayetteville  <a href="#">Find a local number</a>                      Phone conference ID: 851 373 978#  <b>Join on a video conferencing device</b>                      Tenant key: <a href="mailto:uncfsu@m.webex.com">uncfsu@m.webex.com</a>                      Video ID: 113 050 104 8  <a href="#">More info</a>                      For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></p>  <p><a href="#">Org help</a>   <a href="#">Privacy and security</a></p>
Notification of Preferred Vendor	State	Week of May 5, 2025

## 2.5 PROPOSAL QUESTIONS

Vendors may submit questions to clarify or interpret the RFP ensure they provide the most competitive proposal. All questions must be submitted by the “Submit Written Questions” deadline listed in the RFP SCHEDULE Section unless modified by an addendum.

Written Questions shall be e-mailed to [purchasing@uncfsu.edu](mailto:purchasing@uncfsu.edu) by specified deadline. Vendors will enter “**RFP #58-RFP250014: Questions**” as the subject for the email.

Each question submission must reference the relevant RFP section and follow the format outlined below:

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



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

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of closing. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, email or physical mail in response to this RFP shall NOT be accepted.**

**All proposals must be submitted electronically via Bonfire using the following link:**

**<https://uncfsu.bonfirehub.com/portal/?tab=openOpportunities>**

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

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

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

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

## 2.7 PROPOSAL CONTENTS

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

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

a) **Cover Letter** – Must include:

- a. A statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b. A statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein.
- c. Vendor's agreement to comply with all instructions, terms and conditions, and attachments.

b) **Title Page** – Must include:

- a. Company name, address, phone number and authorized representative details

- b. The Proposal Number.
- c) **Completed and signed EXECUTION PAGES**
- d) **Signed receipt pages of any addenda**, if required.
- e) **Vendor's Proposal**, addressing all Specifications of this RFP
- f) **Completed Version of:**
  - a. ATTACHMENT A: INSTRUCTIONS TO VENDORS
  - b. ATTACHMENT B: NORTH CAROLINA GENERAL TERMS & CONDITIONS
  - c. ATTACHMENT C: HUN SUPPLEMENTAL VENDOR INFORMATION
  - d. ATTACHMENT D: CUSTOMER REFERENCE FORM
  - e. ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
  - f. ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
  - g. ATTACHMENT G: VENDOR REQUEST FOR EO50 PRICE\_MATCHING

## 2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal **#58-RFP250014** [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal. Each proposal must be complete and independent of other proposals offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

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

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

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive proposals will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning proposal, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such proposals(s) are identified, the State will then determine whether any such proposal falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

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

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

### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

Proposals must be submitted in accordance with the method outlined in the PROPOSAL SUBMITTAL section.

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

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

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

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

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

### 3.4 EVALUATION CRITERIA

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

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

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

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

1. Vendor Qualifications
  - a. Company background and expertise
  - b. Key personnel and roles
2. Vendor Experience
  - a. Relevant experience with higher education and similar projects
3. Vendor Technical Approach
  - a. Service approach
  - a. Proposed deliverables to University
4. References
  - a. Quality of references from prior projects
5. Pricing
  - b. Evaluation based on proposed costs and pricing structure

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.6 INTERPRETATION OF TERMS AND PHRASES**

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

### **4.0 REQUIREMENTS**

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

#### **4.1 PRICING**

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Include initial price proposal in Vendor’s proposal.

#### **4.2 DESCRIPTIVE LITERATURE**

Each proposal shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the proposal.

#### **4.3 HUB PARTICIPATION**

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

#### **4.4 VENDOR EXPERIENCE**

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

#### **4.5 REFERENCES**

Vendors shall provide at least three (3) references, using ATTACHMENT D: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

## 4.6 VENDOR'S REPRESENTATIONS

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

## 4.7 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

## 4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

B. The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated. Increased or additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

## 5.0 SCOPE OF WORK

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### 5.1 GENERAL

Fayetteville State University is seeking qualified firms to provide Facilities Condition Assessment (FCA) services. The purpose of the FCA is to perform a preliminary review of physical assets to identify problems, assess general costs, and note potential construction defects, components that may have a reduced service life, or systems that have been poorly maintained. This assessment will not provide a detailed analysis of each system but will focus on general issues and deferred maintenance that may affect the value or performance of the facility. The University prioritizes vendors with proven experience in higher education and a commitment to meeting the needs of campus leadership and FSU's institutional goals.

The FCA will not include routine maintenance items, detailed remedial plans, testing of materials, or engineering calculations to assess the adequacy of existing designs. The firm selected will provide a qualitative review of the property and recommend any further investigations if necessary.

## 5.2 SPECIFICATIONS

The FCA should include, but not be limited to, the following services:

1. **Document Reviews and Interviews:** Review available documents and conduct interviews to gather information about the facilities that FSU desires to have inspected.
2. **Walk-Through Survey:** A site visit to visually observe and assess the following systems and components:
  - a. Site & Pavement
  - b. Structural Frame and Building Envelope
  - c. Roofing
  - d. Mechanical Systems (Heating, Air Conditioning, and Ventilation)
  - e. Electrical Systems
  - f. Plumbing Systems
  - g. Vertical Transportation (Elevators, etc.)
  - h. Life Safety/Fire Protection Systems
  - i. Interior Elements (Note: Interior Furniture, Fixtures, and Equipment [FF&E] and tenant-owned equipment are excluded from the assessment.)
3. **Long-Term Costs:** Address long-term costs as identified in the Project Understanding.
4. **Accessibility Assessment:** Perform a basic visual "Level I" accessibility assessment with the opportunity for an additional scope of work to further address all accessibility related issues outlined.
5. **Opinion of Costs to Remedy Physical Deficiencies:** Provide an estimate of costs to address identified deficiencies, broken down into immediate work and long-term capital replacement reserves.
6. **Documentation:** Include photographs, supporting documents, and any other relevant material that supports findings within a draft and final deliverable. The draft deliverable is to be made available for University review at least thirty (30) days prior to final deliverable deadline. Timing and deadlines to be discussed with the University after vendor selection but should anticipate taking place over the summer months when campus facilities are at their lowest annual usage to avoid disruption with students, faculty, and staff.

## 5.3 FOCUS AREAS

The Vendor, at the request of the State, shall focus their efforts on key campus physical assets as it relates to this effort. At a minimum, the proposal, scope of work, and deliverables should address the following campus facilities:

1. Hackley Hall
2. Harris Hall
3. Hood Hall
4. Joyner Hall
5. McCleod Hall
6. New Residence Hall
7. Renaissance Hall
8. Smith Hall
9. University Place Apartments
10. Rudolph Jones Student Center

Fayetteville State University may amend the focus areas for this RFP during or after the procurement process.

## 5.4 TECHNICAL APPROACH

The Vendor's proposal must clearly outline its approach to delivering the Scope of Work requirements. Proposals should be presented in narrative and/or graphical format and must include:

1. A detailed approach to completing the FCA, including methodologies and processes.
2. A proposed timeline for the completion of the FCA, including key milestones.
3. A breakdown of the fees for the FCA, including estimates for any additional investigations if necessary, as they are discovered.

## 5.5 DELIVERABLES

Service deliverables shall consist of the following two (2) deliverables:

1. **Draft Report:** A draft Facility Condition Assessment report will be prepared, containing the findings of the FCA. The report will include observations, photographs, drawings, and tables, as well as any recommended repairs and additional investigations if necessary. The draft deliverable is to be made available for University review at least thirty (30) days prior to final report deadline.
  - a. Timing and deadlines to be discussed with the University after vendor selection but should anticipate taking place over the summer months when campus facilities are at their lowest annual usage to avoid disruption with students, faculty, and staff
2. **Final Report:** Upon request, a final FCA report will be provided in an electronic PDF format via email. The final report will include an opinion of costs for recommended immediate work and capital replacement reserves, separated into immediate and long-term costs (including current dollars and applicable inflation rates). Estimates of remaining service lives will also be provided where appropriate.

## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet virtually and in-person on an as-needed basis with the State. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. In-person meetings may take place at the time of on-site inspections and are not anticipated beyond this visit.

### 6.2 ACCEPTANCE OF WORK

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

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

### 6.3 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with a single invoice for the entirety of the agreed upon scope of work. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order.



## 6.4 DISPUTE RESOLUTION

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

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

## 6.5 CONTRACT CHANGES

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

## 7.0 ATTACHMENTS

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

#### **RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: INSTRUCTIONS TO VENDORS**

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

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

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

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

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

#### **ATTACHMENT C: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

#### **ATTACHMENT D: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

#### **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

Proposal Number: 58-RFP250014

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

#### **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**

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

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

#### **ATTACHMENT G: VENDOR REQUEST FOR EO50 PRICE-MATCHING**

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Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Vendor-Price-Matching-Opportunity\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf)

**\*\*\* Failure to Return the Required Attachments May Result in Elimination \*\*\***