

STATE OF NORTH CAROLINA

North Carolina Central University

Request for Proposal #: 61-RFP24003

RESIDENTIAL HALLS HVAC MAINTENANCE & REPAIRS

Date of Issue: JUNE 7, 2024

Proposal Opening Date: JUNE 18, 2024

At 1:00 PM EST

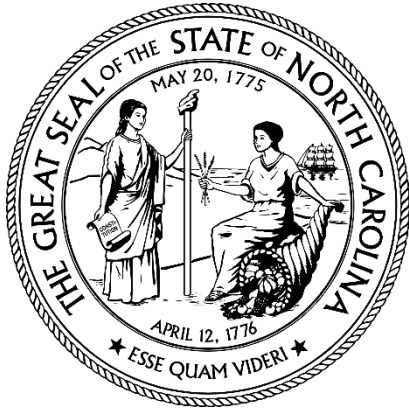
Direct all inquiries concerning this RFP to:

Ashley Wages, CLGPO

Director of Procurement Services

Email: awages@nccu.edu

Phone: 919.530.5063



STATE OF NORTH CAROLINA

Request for Proposal

61-RFP24003

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

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

Vendor Name

Vendor eVP#

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

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

Division of North Carolina Central University

Refer <u>ALL</u> Inquiries regarding this RFP to: Ashley Wages, CLGPO <u>awages@ncCU.edu</u>	Request for Proposal #: 61-RFP24003
	Proposals will be publicly opened: June 18, 2024, at 1:00 PM EST Local
Using Agency: North Carolina Central University	Commodity No. and Description: 721512 – Heating and cooling and air conditioning/HVAC Construction & Maintenance Services
Requisition No.: TBD	

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

VALIDITY PERIOD

Offer shall be valid for at least 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 North Carolina Central University)

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1.0 PURPOSE AND BACKGROUND

North Carolina Central University (the “State”) invites proposals from qualified contractors to provide emergency HVAC repair and maintenance services for the University’s Residential Halls on an “as needed” basis. The qualified contractors will be the annual service contractors for the university providing emergency HVAC repairs as needed for the University.

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

1.1 CONTRACT TERM

The Contract shall have an term of *one (1)* year, beginning on the date of final Contract execution (the “Effective Date”) or July 1, 2024, whichever is later.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

The maximum contract period is three (3) years.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

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

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	June 7, 2024
Submit Written Questions	Vendor	Thursday, June 13, 2024, at 10:00 AM EST
Provide Response to Questions	State	June 14, 2024
Submit Proposals	Vendor	Thursday, June 18, 2024, by 1:00 PM EST Local
Contract Award	State	June 28, 2024
Contract Effective Date	State	July 1, 2024

The State reserves the right to revise the schedule in its sole discretion

2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to awages@nccu.edu by the date and time specified above. ****NO PHONE CALLS**** Vendors should enter "RFP # 61-RFP24003: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

2.6 PROPOSAL SUBMITTAL

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

By Mail

**Mailing address for delivery of proposal via US Postal Service and any other method
(special delivery, overnight, or any other carrier).**

PROPOSAL NUMBER: 61-RFP24003
North Carolina Central University
Attn: Ashley Wages, Director
1801 Fayetteville Street, Shepard Bldg. Rm 208
Durham, NC 27707

CAUTION: For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center 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 by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

- a) Submit a **signed, original executed proposal response, two (2) bound, tabbed copy** of the original complete bid, **[1]** un-redacted copies on flash drive and, if required, **[1]** redacted (Proprietary and Confidential Information Excluded) copies on flash drive of your proposal simultaneously to the address identified in the table above.
- b) 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.
- c) Copies of proposal files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Volume One must contain the entire Technical and Cost Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Volume One - Technical and Cost Proposal Non-Redacted."

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

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

The following label must be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Volume Two Technical and Cost Proposal– Redacted Copy".

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

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

2.7 PROPOSAL CONTENTS

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

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

- a) **Cover Letter**, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) **Title Page**: Include the company name, principal address, Federal Tax ID Number, telephone number, and email address of the authorized representative along with the Proposal Number.
- c) **Completed and signed version of all EXECUTION PAGES**, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) **Approach**. Vendor's Proposal addressing all Specifications of this RFP. Provide a brief description of all technical services to be provided, including the frequency of services, and examples of all service reporting documents and programs. Discuss Vendor's understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing the work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work that Vendor believes should be addressed.
Describe any perceived challenges of this project and the proposed plan to resolve them.
Provide information regarding your quality control plan.
Provide a preventive maintenance task list indicating the frequency of all tasks to be provided.
- f) **Executive Summary (Firm Overview/Experience)**. The executive summary should detail the firm's history, key locations (local and corporate offices, laboratory, production facility, etc.), general business, philosophies, etc. The Offeror must demonstrate that it and its key personnel have had active, satisfactory experience with, and responsibility for, the day-to-day management and operation of services similar to those proposed by this RFP. It should clearly communicate why Offeror would be the best-qualified Contractor for the State.
- g) **Key Staff**. Provide a resume that details the work history, education, and certifications for each person that will be involved in providing the required services; to include HVAC Foreman, Maintenance Engineer, and Control Specialist. Also provide the organizational structure for the proposed team. Indicate the number of HVAC Personnel based out of your local office that have five (5) years or more experience.
- h) Completed version of ATTACHMENT A: PRICING
- i) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- j) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- k) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- l) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- m) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #61-RFP24003 for 'name of Vendor'". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled 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 will be received according to the method stated in the Proposal Submittal Section above.

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

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

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

Upon completion of the technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Vendor will be tabulated and become a matter of public record. 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions 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.

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

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

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

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 evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

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

1. Vendor Technical Approach and Completed Execution of Proposal
2. Vendor Qualifications and Experience
3. Cost Proposal
4. References

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

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

The Awarded Contractor must be a NC State Licensed Certified HVAC, and hold a N.C. State Refrigeration License, and a Durham City Business License. All members of staff must have CFC Certification if applicable.

The Service Contractor shall staff each job in accordance with the size and time demands placed on the job. It is recommended that the company staffing shall consist of a **NC State Licensed Certified HVAC with a minimum of five (5) years of commercial experience, HVAC Foreman with a minimum of seven (7) years of commercial experience, at least eight (8) Journeyman Level Certified HVAC Mechanics with a minimum of three (3) years of commercial experience, and HVAC Mechanic Helpers with a minimum of two (2) years of commercial level experience.** The Foreman is required to be on the job site when appropriate as required by the University. **The company staff will also include a Maintenance Engineer and Control Specialist with a minimum of ten (10) years' experience.** Please detail your company's staffing abilities. If your company does not meet the above requirements provide justification regarding your ability to provide services.

Contractor shall provide a letter for a bonding company stating that they are bondable (this will be used to indicate that they are financially stable and provide some proof of past performance).

4.1 PRICING

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

4.2 INVOICES

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

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

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

4.3 FINANCIAL STABILITY

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

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

Contractor shall provide a letter for a bonding company stating that they are bondable. Bond Letter must be submitted upon selection.

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

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

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *shall* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *shall* be considered in the evaluation of the Proposal.

References provided shall demonstrate the required experience. It is the Contractor's responsibility to provide valid reference information and the University reserves the right to use reference check responses in its evaluation of proposals. References that do not respond to the evaluators' requests for information within twenty-four (24) hours will be scored as if not provided. Three (3) references are required. Please note that references not provided, but which the University has direct knowledge of, may be used in the evaluation as well.

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

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

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

4.9 VENDOR'S REPRESENTATIONS

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

4.10 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

4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 SPECIFICATIONS AND SCOPE OF WORK

The Contractor shall furnish all labor, materials and equipment, and perform all work (collectively, the “Work”) required for HVAC maintenance and repair, installation, procurement, and recommendation on HVAC systems throughout the NCCU residential halls, in strict accordance with NC HVAC and Fire code regulations. All changes in the Work including any increase, decrease, or other equitable adjustment in the Agreement price or in the time for performing the agreement, shall be authorized in writing by the Owner prior to commencement of the Work. The contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Agreement, The Contractor hereby represents and warrants that it is certified and licensed to perform the Work. The Contractor shall provide the Owner copies of appropriate certifications upon request.

The Contractor will be provided with reasonable means to access to the equipment being serviced. Any equipment found in need of repair will be reported to the University’s Facilities Management Representative. The Contractor will provide an itemized cost estimate for the repair, including a cost breakdown of labor and materials. Emergency repair services will be performed as scheduled, and as needed.

Except as otherwise required for the safety or protection of persons or property at the site or adjacent thereto, will be performed on a 24/7 basis. The Contractor will require permission to perform services on a Saturday, Sunday, or any legal holiday with University’s consent.

Regular business hours will consist of 7:00 AM to 4:00 PM Monday – Friday. Emergency services will be performed as necessary with prior approval by the University. The contractor must be able to provide emergency services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays, to handle University needs and emergencies after-hours. The University will contact the Contractor and advise them of the nature of the Emergency Services that are required.

The University does not guarantee a minimum or maximum number of services or the amount of work for this contract.

5.1 GENERAL

Services to be performed:

A. HVAC Services (Emergency, General Maintenance and Repairs, and Preventive Maintenance)

1) Parts/Components Replacement

The successful bidder will repair or replace worn/failed components or parts, or equipment associated with the operating systems. Additionally, the successful bidder will replace parts/components with questionable operation prior to complete failure.

2) Repairs

Itemized invoices will be submitted per the terms and conditions of this contract if work is approved for repairs or items not included in this contract. Repairs and replacement work will be performed as needed and as approved by NCCU. The Contractor will submit an itemized proposal of labor and materials to perform the work. Work will proceed only after approval is granted.

3) Supplies & Parts / Components Replacement

All necessary supplies & parts / components needed for the repair / replacement will be supplied by the Contractor and itemized on the Contractor's proposal using quote labor rates.

4) Emergency Service

The intent of each activity of this contract is to minimize system failure. When an emergency occurs, a service representative shall report within two (2) hours on a 24 hour/day, 7 days a week basis to address the problem.

5) Operation

Operational checks of each major system and/or sub system will only be done if being asked to perform preventive maintenance.

A log shall be maintained in each mechanical equipment room specifying items monitored, date monitored and signature of service technician. Any corrections, repairs or adjustments must be included on log sheets.

Room/area temperature conditions must be maintained in accordance with occupant's request.

Work Order permissions and system training will be provided to the Contractor for work order entry. All labor and materials associated with Work that is completed under this Contract, shall be placed in the University Computerized Maintenance Management System (CMMS).

6) Refrigerants

The successful bidder shall use EPA approved recovery/recycling equipment in the event a system must be evacuated. All service personnel must possess all required credentials to handle refrigerants. Every effort must be utilized in preventing refrigerant leaks and repairing the same in the event one does occur. In the event refrigerant is required, owner will pay successful bidder at current market value for refrigerant used. The contractor will exercise every effort in using recycled refrigerant from owner's equipment. The responsibility for adhering to the rules and regulations of the Clean Air Act

as related to handling of refrigerants rests solely with the successful bidder. The University will not be liable for mishandling of refrigerants, misuse of equipment or use of improper equipment by the Contractor. Refrigerant use shall be maintained and supplied to the owner on a monthly basis.

7) Mechanical Equipment Rooms

The Mechanical Equipment Rooms shall be always maintained in a broom clean condition with all lighting operable. The contractor will not be responsible for University materials stored in the equipment rooms.

8) Mechanical Equipment Rooms

The Mechanical Equipment Rooms shall be always maintained in a broom clean condition with all lighting operable. The contractor will not be responsible for University materials stored in the equipment rooms.

9) Service Location

The selected bidder will have a service location within 75 miles of the NCCU Campus to provide any necessary service in a timely manner.

10) License Required

Contractor must be a NC State Licensed Certified HVAC/R Mechanic and have a N.C. State Refrigeration License, and Business License. All members of their staff must have CFC Certifications.

11) Work Experience

The Service Contractor must have a minimum of ten (10) years of commercial level experience as a License NC State Certified HVAC/R firm.

12) Staffing Requirements

The Service Contractor shall staff each job in accordance with the size and time demands placed on the job.

B. Worksite Conditions

The Contractor(s) shall have temporary use of electrical power, water, etc. from existing outlets as directed by the University. The contractor shall furnish all connections and extensions from these outlets at their own expense.

- i. All work must be performed in a safe manner in compliance with "ASHRAE", OSHA standards, and all University policies found in the University's Environmental Health and Safety ("ARISA") and University Facilities Departments.
- ii. Awarded contractors shall provide the reference material to all assigned staff and ensure said staff understands and complies with all policies referenced therein.
- iii. The Contractor shall at its sole expense immediately correct any dangerous condition caused by or as a result of the Contractor's work.
- iv. The Contract shall be held solely responsible for any damage to existing structures, systems, equipment and/or site caused by their representatives, employees and sub-contractors and shall repair or replace same to its original condition at no additional cost to the University.
- v. If any shutdown of services is required, the Contractor must contact the University Project Manager prior to shut down.

- vi. The Contractor shall keep the site clean and swept daily, or more often if required to keep premises clean and safe.
- vii. The Contractor must remove all rubbish, materials, and debris from the work site and campus daily.
- viii. Existing walks, driveways and parking areas are to be always kept free and clean.

C. Company Staffing Requirements

The Service Contractor shall staff each job in accordance with the size and time demands placed on the job. Except for emergency situations the company will meet with the designated University representative to discuss and plan project requirements.

5.2 TASKS/DELIVERABLES

- 1. The Contractor agrees to work directly with the University HVAC Supervisor/Project Manager(s) in connection with carrying out and conducting all the duties and responsibilities stated in this contract.
- 2. Contractor shall troubleshoot HVAC problems. This contract will be for all normal functions associated with the servicing, repairing, and maintaining of all HVAC equipment and controls. All work must meet or exceed National, State and Local Codes.
- 3. Contractor shall Install and apply materials in accordance with the manufacturer's recommendations and printed specifications. Contractors shall perform work under conditions best suited to the production of acceptable work. The University reserves the right to supply all materials and rentals.
- 4. Contractor(s) is responsible for a site visit to examine the site with the appropriate University representative(s) prior to performing any assigned task.
- 5. Failure to visit the site and note all conditions will in no way relieve the contractor from completing the work to the satisfaction of the University.
- 6. Contractor(s) is responsible for taking their own field measurements and ascertaining the accuracy of all information relevant to any assigned project and/or tasks.
- 7. The University is not obligated to supply, nor be responsible for, the accuracy of measurements and any other related work.
- 8. The contractor(s) staff must sign in upon arrival in the Facilities Building and sign out when leaving the site for any reason.
- 9. At completion of work and prior to leaving the site, the Contractor must submit a "work ticket" that accurately documents the hours worked, work performed, and a detailed list of the parts and materials used. All "work tickets" must be signed by the appropriate Project Manager responsible for the project or tasks. A copy shall be left on site and a copy shall be provided with the Contractor's invoice.
- 10. The Contractor must provide a work schedule to the University HVAC Shop Supervisor prior to commencing any work. This schedule will be reviewed each day with the University HVAC Shop Supervisor and/or their designee.
- 11. The Contractor must update the work schedule in writing upon each change in status and/or completion of each phase of the project.

12. Contractor(s) vehicle shall be maintained in good working order and any repairs shall be the sole responsibility of the contractor.
13. Contractor(s) will be required to acquire a "Vendor Parking Pass" from University Parking Services for each vehicle used in the execution of a contract. Contractor(s) shall park only at locations designated by the University. The Contractor shall not park on University sidewalks or grass areas.
14. Workmanship
All workmanship and materials necessary for this job shall be of high quality to be acceptable to NCCU. NCCU reserves the right to be the sole judge as to what constitutes a satisfactory job.
15. Proposal Rejection
The University reserves the right to reject any and all proposals submitted under this contract if the proposal is determined by the University to be too excessive.
16. Period of Service
This service shall be for a period of three (3) years from the date of receipt of a valid Purchase Order Number with an option two (2) year extension.
17. Vender shall sign in and out at the Physical Plant front desk upon arriving on campus.

5.3 PROJECT ORGANIZATION

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

5.4 TECHNICAL APPROACH

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

5.5 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

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

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically monthly with the State for Project Review meetings. 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.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC QUARTERLY STATUS REPORTS

The Vendor shall be required to provide a Status Management Reports to the designated Contract Lead on a quarterly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall

submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

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

6.5 ACCEPTANCE OF WORK

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

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.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 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.

6.8 CONTRACT CHANGES

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

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS CERTAIN ATTACHMENT

ATTACHMENT A: COST PROPOSAL

The hourly rate must include all costs associated with direct and indirect cost to perform the services. This must include travel, profit, overhead truck and tools cost etc.) **All rates are all inclusive – no mileage reimbursement or minimum charges apply.**

After normal working hours, weekends and holidays can be charged at 1.5 times the normal rate with pre-approval from appropriate University representative. A ten (10) percent markup will be allowed on parts and sub-contracts when pre-approved. Vendor are to provide common hand tools and equipment, no market up on rentals. Complete and return the Cost associated with this RFP, which can be found in the table below:

REGULAR LABOR RATE PER HOUR		Number of Hours	Total
NC State Licensed Mechanic	\$ _____ per hour	200	
minimum of five (5) years of commercial level experience			
Control Specialist	\$ _____ per hour	50	
Minimum of five (10) years of commercial level experience			
Foreman (Certified Mechanic)	\$ _____ per hour	100	
minimum of seven (7) years of commercial level experience			
Journeyman Level Mechanic	\$ _____ per hour	200	
minimum of three (3) years of commercial experience			
Helper	\$ _____ per hour	200	
Minimum of two (2) years of commercial experience			
Mechanical / HVAC-Engineer	\$ _____ per hour	10	
Minimum of ten (10) years of commercial experience			
TOTAL BID			

All other job classifications to be negotiated as part of the quote with prior approval from University.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://ncadmin.nc.gov/documents/vendor-forms>

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