

# **REQUEST FOR PROPOSALS**

## **HVACR MAINTENANCE AND SERVICES**

**RFP # 269.2025.137**



**CITY OF CHARLOTTE  
NORTH CAROLINA**

**JUNE 13, 2025**

**REQUEST FOR PROPOSALS**  
**RFP # 269.2025.137**  
**HVACR Maintenance and Services**

June 13, 2025

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for HVACR Maintenance and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - <https://charlottenc.bonfirehub.com>) to accept and evaluate proposals for this RFP. Proposals must be submitted electronically through the Procurement Portal on or before the Due Date in order to be accepted.

A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **July 01 at 9 a.m. No onsite meeting will be held and Service Provider(s) should not come to the City expecting to attend in person.** While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are encouraged to participate.

[Join the meeting now](#)

**Meeting ID: 234 870 848 325 2**

**Passcode: 39Am6wa6**

**Dial in by phone**

[+1 872-256-4172,,536830630#](#) United States, Chicago

[Find a local number](#)

**Phone conference ID: 536 830 630#**

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **July 11, 2025 at 3 p.m.**

The City is an equal opportunity purchaser.

Sincerely,

*Robert Andrews*

**Procurement Officer**

**Checklist for submitting a Proposal:**

- Step 1**      **Read the document fully.**
- Step 2**      Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
- Step 3**      (Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
- Step 4**      Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in word format (with redlines/tracked changes)
- Step 5**      Monitor the Procurement Portal for any addendums and/or responses to questions.

**If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFP.**

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.

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## Introduction and General Information

### 1. INTRODUCTION.

#### 1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for the Services detailed in the Scope of Work. The City of Charlotte is seeking proposals from qualified vendors to provide comprehensive HVACR services, with a focus on Johnson Controls systems, for its facilities. The selected vendor will be responsible for the maintenance, repair, and optimization of the existing HVACR infrastructure, as well as potential upgrades and installations as needed.

Periodic comprehensive preventive maintenance (PM), Inspections, installations, and 24-hour emergency repair service for various HVACR systems may be required. The Company shall, as assigned:

- Perform routine HVACR maintenance to ensure the City's air conditioning and heating systems are working correctly,
- Perform planned and unplanned service and repairs to the City's HVACR systems,
- Provide HVACR Installation services.

The Company shall provide all labor, tools, equipment, materials and all incidentals required and/or Implied for the complete and satisfactory performance of regularly scheduled preventive maintenance servicing as assigned. The Company will be asked to provide a quote for these services before work is authorized by the city.

The equipment to be serviced and maintained Includes, but Is not limited to, motors and starters, valves, compressors, split systems, exhaust fans, gas fired unit heaters, package units, forced air systems, and critical cooling systems. The equipment is of various manufacturers

#### 1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

|                                                        |                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Acceptance:</i>                                     | Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.                                                                                                                                                                                         |
| <i>Affiliates:</i>                                     | Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.                                                                                                                                                          |
| <i>Biodegradable:</i>                                  | Refers to the ability of an item to be decomposed by bacteria or other living organisms.                                                                                                                                                                                                                                               |
| <i>Charlotte Business INclusion/CBI:</i>               | Refers to the Charlotte Business INclusion office of the City of Charlotte.                                                                                                                                                                                                                                                            |
| <i>Charlotte Business INclusion Policy/CBI Policy:</i> | Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBEs located in the Charlotte Combined Statistical Area.                                                                                                                                           |
| <i>Charlotte Combined Statistical Area:</i>            | Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INclusion to determine eligibility to participate in the program. |

## Introduction and General Information

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|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>City:</i>                                    | Refers to the City of Charlotte, North Carolina.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <i>City Project Manager:</i>                    | Refers to a specified City employee representing the City's best interests in this Project.                                                                                                                                                                                                                                                                                                                                                                                               |
| <i>Company:</i>                                 | During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.                                                                                                                                                                                                                                                                         |
| <i>Company Project Manager:</i>                 | Refers to a specified Company employee representing the best interests of the Company for this Project.                                                                                                                                                                                                                                                                                                                                                                                   |
| <i>Contract:</i>                                | Refers to a written agreement executed by the City and the Company for all or part of the Services.                                                                                                                                                                                                                                                                                                                                                                                       |
| <i>Deliverables:</i>                            | Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.                                                                                                                                                                                                                                                                                                                           |
| <i>Department:</i>                              | Refers to a department within the City of Charlotte.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <i>Documentation:</i>                           | Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.                                                                                               |
| <i>Environmentally Preferable Products:</i>     | Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.                                                                                                                                                     |
| <i>Evaluation Committee:</i>                    | Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.                                                                                                                                                                                                                                                                                                                                                      |
| <i>Milestones:</i>                              | Refers to an identified deadline for the completion of specific Services and/or the Acceptance of identified Deliverables, as specified in this RFP.                                                                                                                                                                                                                                                                                                                                      |
| <i>Minority-owned Business Enterprise/ MBE:</i> | Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area. |
| <i>MWSBE:</i>                                   | Refers to SBEs, MBEs, and WBEs, collectively.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <i>MWSBE Goal:</i>                              | If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter                                                                                                                |

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instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.

### *Post-Consumer*

#### *Recycled Material:*

Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

#### *Project:*

Refers to the City's need for a company to provide HVACR Maintenance and Services for the City.

#### *Project Plan:*

Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.

#### *Proposal:*

Refers to the proposal submitted by a Company for the Services as outlined in this RFP.

#### *Recyclability:*

Refers to products or materials that can be collected, separated, or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.

#### *Recycled Material:*

Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

#### *Services:*

Refers to the HVACR Maintenance and Services as requested in this RFP.

### *Small Business*

#### *Enterprise/SBE:*

Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

### *Specifications and*

#### *Requirements:*

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

#### *Subcontracting Goal:*

Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.

#### *Trade Secrets:*

Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

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*Woman-owned  
Business Enterprise/  
WBE:*

Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.

*Work Product:*

Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

### 1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for submitting them per Section 2.2.

### 1.4. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To require one or more Companies to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted
- 1.4.4. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.5. To waive any defect or irregularity in any Proposal received;
- 1.4.6. To reject any or all Proposals;
- 1.4.7. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- 1.4.8. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.9. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms;
- 1.4.10. To terminate discussions and negotiations with any Company at any time and for any reason;

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- 1.4.11. To issue additional requests for information; and
  - 1.4.12. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interest of the City.
- 1.5. Expense of Submittal Preparation.**  
The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.
- 1.6. Proposal Conditions.**
- 1.6.1. The following terms are applicable to this RFP and the Company's Proposal Not An Offer. This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
  - 1.6.2. **Right to Terminate Discussions.**  
The Company's participation in this process might result in the City selecting the Company to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.
  - 1.6.3. **Trade Secrets and Personal Identification Information.**  
Definition.  
Upon receipt by the City, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").  
Instructions for Marking and Identifying Trade Secrets.  
If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.  
Availability of Proposals to City Staff and Contractors.  
By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.  
Availability of Proposals via Public Records Requests.  
Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

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- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.6.4. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

1.6.5. Reservation of Right to Change Schedule.

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

1.6.6. Reservation of Right to Amend RFP.

The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to [the Procurement Portal](#). Companies are required to acknowledge receipt of each addendum.

1.6.7. No Collusion or Conflict of Interest.

By responding to this RFP, the Company shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Company submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

1.6.8. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

1.6.9. Charlotte Business INclusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.

The CBI Policy and CBI Manual are posted online here: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com)

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To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

**A goal waiver was issued for this opportunity. The city strongly encourages participation whenever possible.**

City certified MWSBE firms can be found in the City's InclusionCLT system:

<https://charlotte.diversitycompliance.com/>

- 1.6.10. Subcontracting  
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors. Additionally, the City must be named as a third-party beneficiary in all subcontracts.
- 1.6.11. Equal Opportunity.  
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.12. Title VI Solicitation Notice: Note: Unless otherwise stated herein, this section is only applicable to purchases made by or on behalf of the Aviation Department. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- 1.6.13. Use of City's Name.  
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.14. Withdrawal for Modification of Proposals.  
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.
- 1.6.15. No Bribery.

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In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

### 1.6.16. Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language. An “exception” is defined as the Company’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including in the Sample Contract. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company’s solution, must be described in detail.

Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted. The City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company’s Proposal and be grounds for revoking the award.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in the Sample Services Contract. The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City’s evaluation criteria.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City’s best interest to do so.

### 1.6.17. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

### 1.6.18. Companies’ Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Company’s own risk.

### 1.6.19. Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content

Recyclability

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|                                |                        |
|--------------------------------|------------------------|
| Reduced Packaging              | Biodegradability       |
| Compostability                 | Durability             |
| Reduced toxicity               | Take-back options      |
| Energy Efficiency              | Water efficiency       |
| Life Cycle Management          | Pollution Prevention   |
| Low volatile organic compounds | End-of-life management |

Companies able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal using the provided Questionnaire in the Procurement Portal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

- 1.6.20. Disclaimer
- Each Company must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

## Section 2

### Procurement Process

#### 2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

##### 2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

| DATE          | EVENT                                                                                                                                                                                                                                   |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| June 13, 2025 | <i>Issuance of RFP.</i> The City issues this RFP.                                                                                                                                                                                       |
| June 25, 2025 | <i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.2 by 3 p.m. |
| July 01, 2025 | <i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 9 a.m.                                                                                                                                 |
| July 07, 2025 | <i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 3 p.m.                                                                                                                                           |
| July 11, 2025 | <i>Proposal Submission.</i> Proposals are due by 3 p.m. via the Procurement Portal.                                                                                                                                                     |
| TBD           | <i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.                                                                                                                 |
| TBD           | <i>Contract Award by Council.</i>                                                                                                                                                                                                       |
| TBD           | <i>Services Commence.</i> Company begins providing the Services.                                                                                                                                                                        |

##### 2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question through the **Vendor Discussion** section on the Procurement Portal; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal due date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **TIME3 p.m. on DATE3, YEAR.**

After the Pre-Proposal Conference, questions must be submitted in the Procurement Portal by the deadline stated in Section 2.1.

When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Procurement Portal.

##### 2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **July 01, 2025 at 9 a.m.** Meeting information is provided below:

[Join the meeting now](#)

Meeting ID: 234 870 848 325 2

Passcode: 39Am6wa6

Dial in by phone

[+1 872-256-4172,,536830630#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 536 830 630#

## Section 2

### Procurement Process

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While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify the City in advance through the **Vendor Discussion** section of the Procurement Portal.

#### 2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP by **July 11, 2025 on or before but no later than 3 p.m.**

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

#### 2.5. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

#### 2.6. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

#### 2.7. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within **one hundred eighty (180) calendar** days after opening of the Proposals, the Company may request that it be released from the Proposal.

#### 2.8. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

**3. SCOPE OF HVACR MAINTENANCE AND SERVICES.**

The City of Charlotte is seeking proposals from qualified vendors to provide comprehensive HVACR services, with a focus on Johnson Controls systems, for its facilities. The selected vendor will be responsible for the maintenance, repair, and optimization of the existing HVACR infrastructure, as well as potential upgrades and installations as needed.

Periodic comprehensive preventive maintenance (PM), Inspections, installations, and 24-hour emergency repair service for various HVACR systems may be required. The Company shall, as assigned:

- Perform routine HVACR maintenance to ensure the City's air conditioning and heating systems are working correctly,
- Perform planned and unplanned service and repairs to the City's HVACR systems,
- Provide HVACR Installation services including Installation of new equipment and replacement HVAC equipment.

The Company shall provide all labor, tools, equipment, materials and all incidentals required and/or Implied for the complete and satisfactory performance of regularly scheduled preventive maintenance servicing as assigned. The Company will be asked to provide a quote for these services before work is authorized by the city.

The following services are required, at a minimum, during Preventive Maintenance Service Inspections. Additional services may be required as needed at the discretion of the City Project Manager. These may additionally vary from site to site, based on specific equipment in place at each location.

The equipment to be serviced and maintained includes, but is not limited to, motors and starters, valves, compressors, split systems, exhaust fans, gas fired unit heaters, package units, forced air systems, and critical cooling systems. The equipment is of various manufacturers

**Cost Quotes**

The City reserves the right to prepare an Individual Scope of Work and require a proposal with complete breakdown of material, equipment and labor cost for each Service consistent with the prices established in the price schedule. The city may solicit a quote for Services from one or more companies prior to assigning an Individual Service or project.

This Contract is designed to provide ongoing established pricing for routine scheduled preventive maintenance and routine or emergency repairs in order to avert loss of service. The Work will be directed and scheduled by City of Charlotte's Engineering and Property Management Building Services Staff in collaboration with the selected Company/Companies based on manufacturers' recommendations and Building Services' experience, with the goal of timely repairs or replacement as needed on HVACR equipment. The City of Charlotte shall be informed of all progress and results on a continuing basis.

**1. System Inventory and Assessment:**

- 1.1. Conduct a comprehensive inventory of all HVACR equipment and systems across City of Charlotte facilities.
- 1.2. Perform a detailed assessment of the current condition, efficiency, and performance of existing Johnson Controls HVACR systems.
- 1.3. Provide a report outlining the inventory, assessment findings, and recommendations for improvements or replacements.

## Section 3

### Scope of Services

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**2. Preventive Maintenance:** The Company shall provide all labor, tools, equipment, materials and all Incidentals required and/or implied for the complete and satisfactory performance of repair servicing various HVACR systems. The Company shall be required to provide a quote or not-to-exceed (NTE) estimate of the cost and descriptive Information of the necessary repairs to the Project Manager. No repairs are to be performed until specifically authorized to do so by the Project Manager.

2.1. Develop and implement a preventive maintenance schedule for all Johnson Controls HVACR equipment and systems.

2.2. Perform regular inspections, cleaning, and servicing of HVACR components, including but not limited to:

- a. Air handling units
- b. Chillers
- c. Boilers
- d. Cooling towers
- e. Pumps
- f. Fans
- g. Ductwork
- h. Filters
- i. Control systems

2.3. Conduct quarterly performance tests and adjustments to ensure optimal system efficiency.

2.4. Maintain detailed maintenance logs and provide monthly reports to Project Manager for the City of Charlotte.

**3. Repair and Emergency Services:** If deemed an emergency by the City, the Company shall provide service within two (2) hours of the time of the call. If the Company is unable to meet this time parameter, the City reserves the right to call another vendor to provide the needed services.

- 3.1. Provide 24/7 emergency response services for HVACR system failures or malfunctions.
- 3.2. Respond to emergency calls within 2 hours of notification.
- 3.3. Perform necessary repairs to restore system functionality promptly.
- 3.4. Maintain an inventory of critical spare parts to minimize downtime during repairs.

**4. Energy Efficiency and Optimization:**

- 4.1. Analyze current energy consumption patterns and identify opportunities for improved efficiency.
- 4.2. Implement energy-saving strategies and technologies compatible with Johnson Controls systems.
- 4.3. Optimize HVACR control systems to balance comfort and energy efficiency.
- 4.4. Provide quarterly reports on energy consumption and savings achieved through optimization efforts.

**5. System Upgrades and Installations:**

- 5.1. Recommend and implement upgrades to existing Johnson Controls HVACR systems as needed.
- 5.2. Install new HVACR equipment and systems when required, ensuring compatibility with existing Johnson Controls infrastructure.
- 5.3. Provide detailed project plans and timelines for all upgrade and installation projects.
- 5.4. Coordinate with City of Charlotte facilities management team to minimize disruptions during installations.

**6. Training and Documentation:**

- 6.1. Provide comprehensive training to City of Charlotte facilities staff on the operation and basic maintenance of Johnson Controls HVACR systems.
- 6.2. Develop and maintain up-to-date documentation for all HVACR systems, including:
  - a. Operating manuals
  - b. Maintenance procedures
  - c. System diagrams and schematics
  - d. Warranty information
- 6.3. Conduct annual refresher training sessions for City of Charlotte staff.
  - a. Contractor must be licensed and insured to perform HVACR services in the State of North Carolina
  - b. Technicians must have a minimum of 5 years of experience in commercial HVACR maintenance
  - c. Technicians must hold relevant certifications (e.g., EPA Section 608, NATE)
  - d. Contractor must demonstrate expertise in building automation systems

**7. Compliance and Reporting:** The Company shall submit a written report to the Project Manager upon the completion of, and on the same day as, preventative HVACR Installation, maintenance and/or repair service call. The report may be made on the Company's form, to be approved by the city, and should include the following:

- a. Company name, mechanic(s) name(s); helper(s) name(s) (If applicable); time and date of service or repair work.
  - b. Identification of HVACR equipment serviced or repaired; checklist of examinations made, and work performed; time worked; type and quantity of material and parts used.
  - c. Certification that Work was performed in accordance with the specifications, signed by the HVACR technician.
  - d. Needed repair work, problems, failures or malfunctions discovered during repair work.
- 7.1. Ensure all HVACR services comply with local, state, and federal regulations.
  - 7.2. Maintain proper licensing and certifications for all technicians working on City of Charlotte systems.
  - 7.3. Provide monthly performance reports, including:
    - a. Completed maintenance tasks
    - b. Repair activities
    - c. System performance metrics
    - d. Energy consumption data
    - e. Recommendations for improvements

**8. Quality Assurance:**

- 8.1. Implement a quality control program to ensure all services meet or exceed industry standards.
- 8.2. Conduct regular customer satisfaction surveys and address any concerns promptly.
- 8.3. Perform annual audits of HVACR systems and service quality, providing results to the Project Manager for the City of Charlotte.

**9. Sustainability Initiatives:**

- 9.1. Propose and implement environmentally friendly practices in HVACR operations and maintenance.
- 9.2. Assist City of Charlotte in achieving and maintaining relevant green building certifications.
- 9.3. Provide recommendations for incorporating renewable energy sources into HVACR operations where feasible.

**10. Technology Integration:**

- 10.1. Integrate Johnson Controls HVACR systems with City of Charlotte's building management system (BMS) for centralized control and monitoring.
- 10.2. Implement and maintain remote monitoring capabilities for real-time system performance tracking.
- 10.3. Provide secure access to HVACR performance data and analytics through a web-based portal.

**SERVICE DETAILS**

**CHANGE ORDERS**

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

**CLEAN UP**

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall, always, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work.

**EMERGENCY CONTACT**

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency after normal business hours.

**EQUIPMENT**

The Company shall have In Its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

**HAZARDOUS MATERIALS**

If the Company encounters any materials considered or suspected of being hazardous, he shall Immediately secure the area and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2467 for further instructions.

**MATERIALS AND EQUIPMENT STORAGE**

The Company shall be responsible for locating and providing storage areas for materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Company shall restore the storage area to Its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

**PROJECT LOCATION INSPECTIONS**

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be always maintained by the Company. The worksite conditions, progress of work, and quality of work at each Project location may be Inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During Its Inspection, the city may note whether each Project location is satisfactory or unsatisfactory,

**PROTECTION OF PROPERTY**

Company shall be responsible for providing and placement of barricades, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of Its equipment and materials.

**SAFETY**

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

**STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL**

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

**PERSONNEL**

Shall maintain a neat and clean appearance, with Identification clearly Identifying the person and the name of their company, Shirts must be always worn, with shirttails tucked In, Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in traffic areas,

**SUBCONTRACTS**

No portion of this contract shall be subcontracted without prior written consent of the City. The City shall retain the right of approval of all subcontractors.

**SUPERVISION**

One competent English-speaking Individual shall always be available to supervise the work. This Individual shall be a full-time employee of the Company and shall be experienced in the type of work being performed. Additionally, the Individual shall be fully capable of managing, directing, and coordinating the work; reading and thoroughly understanding the Contract; and receiving and carrying out directions from the City. This Individual shall be reachable via cell phone during normal business hours (Monday- Friday, 8:00 AM to 5:00 PM),

**WARRANTY OF MATERIALS AND WORKMANSHIP**

All materials and equipment provided shall be listed and labeled for the purpose Intended and must be in good working order. All work provided shall have, as a minimum, a one (1) year warranty from the date of final acceptance against any latent defects, materials, workmanship, and Installation, all materials used shall be new and work must be performed by skilled tradesperson(s).

**WORKING HOURS**

Routine operations shall generally be performed between the hours of **8:00 AM to 5:00 PM**, Monday through Friday, except for

- City observed holidays, Emergency or non-routine work shall be performed as necessary with prior approval from the City.

## Section 3

### Scope of Services

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#### **ENVIRONMENTAL PURCHASING REQUIREMENTS**

The City has adopted a Sustainable Purchasing Policy that focuses on energy efficiency, lifecycle management, recycled content and recyclability, and reduced toxicity when making purchasing decisions, Companies selected under this RFP will be expected to consider environmental sustainability related to providing Services to the City

#### **4. PROPOSAL CONTENT AND FORMAT.**

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. All Forms and Questionnaires shall be found and submitted in the City's Procurement Portal. The Proposal shall be submitted in the format described below:

- A. Required Forms;
- B. Exceptions to the Remainder of the RFP, including the Sample Contract.

##### **4.1. Proposal Content**

###### **4.1.1. Required Forms.**

To be deemed responsive to this RFP, Companies must complete all Proposal Forms listed in the Requested Information section on the Procurement Portal

###### **4.1.2. Acknowledgements.**

To be deemed responsive to this RFP, Companies must complete all Acknowledgements listed in the Requested Information section on the Procurement Portal.

###### **4.1.3. Exceptions to the RFP.**

Companies must review Section 1.6.16 for an overview of Exceptions to the RFP. If you elect to take Exceptions to the RFP, including the Sample Contract, then you must upload a redlined version under the Acknowledgement Section in the Procurement Portal. If exceptions are not identified by way of an uploaded redline version, then they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration.

## **5. PROPOSAL EVALUATION CRITERIA.**

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

### **EVALUATION CRITERIA:**

#### **Technical Expertise and Experience (25%)**

- Demonstrated knowledge of commercial HVAC systems
- Years of experience in HVAC maintenance and services
- Relevant certifications and qualifications of staff
- References and Past Performance

#### **Proposed Maintenance Plan (20%)**

- Comprehensiveness of preventive maintenance program
- Approach to system optimization and energy efficiency
- Quality of reporting and documentation procedures

#### **Response Time and Emergency Services (20%)**

- Ability to meet required response times
- Availability of 24/7 emergency services
- Proposed approach to handling urgent HVAC issues

#### **Cost Proposal (25%)**

- Overall cost-effectiveness of proposed services
- Transparency and clarity of pricing structure
- Value-added services or cost-saving measures

#### **Acceptance of the Terms of the Contract. (10%)**

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.16 of this RFP.