



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Invitation for Bid #: 66-25014 DS

**Building Automation Control Systems and Software Maintenance &
Installation**

Date Issued: Friday, December 6, 2024

Bid Opening Date: Thursday, December 19, 2024 at 2:00 PM ET

Direct all inquiries concerning this IFB to:

Diana Santacruz

Senior Buyer

Email: dsantac1@charlotte.edu



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For internal State agency processing, including tabulation of bids, 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 bid.
Failure to do so shall be sufficient cause to reject your bid.**

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>

Electronic responses ONLY via eVP will be accepted for this solicitation.

STATE OF NORTH CAROLINA
University of North Carolina at Charlotte

Refer <u>ALL</u> Inquiries regarding this IFB to: Diana Santacruz dsantac1@charlotte.edu	Invitation for Bids # 66-25014 DS
	Bids will be publicly opened: Thursday, December 19, 2024 @2:00 PM ET

EXECUTION

In compliance with this Invitation for Bids (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

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

Furthermore, by executing this bid, 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 IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

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

By executing this bid, 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 bid prior to submittal may render bid invalid and it MAY BE REJECTED.

Late bids CANNOT and will NOT be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:		P.O. BOX:
CITY, STATE & ZIP:		TELEPHONE NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
NAME OF PERSON SIGNING ON BEHALF OF VENDOR:		TITLE
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: IFB # 66-25014 DS

Vendor: _____

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. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, 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 _____, 2025, as indicated on the attached certification, by _____
(Authorized Representative of UNC Charlotte)

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1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is to establish a convenience contract for the maintenance of the building automation control systems across campus, associated software maintenance, and any required installation services. This IFB will also be used to establish parts pricing for as needed equipment for system repairs, or for new installations.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”).

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 before the end of the Contract’s then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT

ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.

2.3 NOTICE TO VENDORS REGARDING IFB 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 IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues, or exceptions regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 contact award.

Other than through this process or 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 bid. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid 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 IFB 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 negotiations 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 bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	Friday, December 6, 2024
Submit Written Questions	Vendor	Wednesday, December 11, 2024 by 12:00 PM ET
Provide Responses to Questions	State	Friday, December 13, 2024
Submit Bids	Vendor	Thursday, December 19, 2024 by 2:00 PM ET
Contract Award	State	Friday, January 3, 2025
Contract Effective Date	State	TBD

2.5 RESERVED

2.6 BID QUESTIONS

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

Written questions shall be e-mailed to dsantac1@charlotte.edu by the date and time specified above. Vendors will enter “IFB # 66-25014 DS: Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section.

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 IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor’s sole responsibility to ensure its bid has been received via the eVP as described in this IFB by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any bid or portion thereof received or attempted to be submitted after the bid submission deadline will be rejected.

Attempts to submit a bid via mail, courier, facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

All bids shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>. Bids will ONLY be accepted through the eVP and will NOT be accepted in any other format, including, but not limited to, email, facsimile, USPS, or courier.

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

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding on this IFB 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 IFB and all Addenda thereto.

2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB 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 bid, in the State’s sole discretion

Vendor IFB responses shall include the following items and attachments:

- a) Cover Letter, which must contain all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor’s representative responsible for this IFB.
- b) Completed and signed version of EXECUTION PAGES, and completed version of any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Documentation for the demonstrated history supporting Tridium Niagara platforms and product lines.
- e) Documentation for the demonstrated history supporting Enterprise Building Automation systems.
- f) All supporting documentation required for Section 5: Scope of Work
- g) Completed version of ATTACHMENT A: PRICING
- h) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- i) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- j) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- k) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: “Alternate Bid #___ for (‘name of Vendor’)”. Each bid 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 bid. Each bid must be complete and independent of other bids offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND BID 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 responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications to include any required verifications set out herein such as but not limited to past performance, references, and financial documents. The determination of the low bidder will primarily be based on the cost of the onsite technician two days per week.

Bid Number: IFB # 66-25014 DS

Vendor: _____

While the intent of this IFB is to award a Contract to a single Vendor for all line items/portions, the State reserves the right to make separate awards to different Vendors for one or more line items/portions, to not award one or more line items/portions, or to cancel this IFB 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 bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB 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 bid to this IFB, 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 bid 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 bid 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be accessed via eVP and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public as soon as reasonably practical after the date and time of opening. 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. 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to **the eVP website** under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid 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 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 IFB, 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. If a Vendor is unclear about a requirement or specification, or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for each item, and the performance of all requested maintenance and installation services, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s response.

4.2 RESERVED

4.3 PRODUCT IDENTIFICATION

BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to the University with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 RESERVED

4.6 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the State. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

Vendor is the: Manufacturer Dealer Reseller Distributor

Authorized: Yes No Attached Manufacturer’s Authority: Yes No

4.7 WARRANTY

Manufacturer’s standard warranty shall apply. Vendors shall include a copy of the manufacturer’s standard warranty with the bid response.

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer’s warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians’ travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer’s warranty terms shall apply. Vendor’s warranty shall be at least the level of coverage provided for its comparable customers.

The report of a problem does not presuppose that every call must result in an “on-site” visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? YES NO

Will the Vendor provide warranty service? YES NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.8 RESERVED

4.9 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

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

4.10 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 IFB 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.

4.11 REFERENCES

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

4.12 VENDOR’S REPRESENTATIONS

If the bid 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.

4.13 RESERVED

4.14 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

5.0 SCOPE OF WORK

5.1 SPECIFICATIONS

The specific items and any specifications that the University is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

This solicitation is being issued to establish a convenience contract for the maintenance of the building automation control systems across campus, associated software maintenance, and any required installation services. The resulting award of this solicitation will be a convenience contract that will be utilized on an as-needed/where-needed basis. The awarded contract will also establish a price list for commonly used parts in the building automation systems across campus. Since this will be a convenience contract, the University cannot guarantee any minimum level of spend under the agreement.

UNC Charlotte has licensed the Niagara Framework from Tridium, a software platform that integrates diverse systems and devices regardless of manufacturer, or communication protocol, into a unified platform. The system, with standard IT network security measures in place, can be easily managed and controlled in real time over the internet using a standard web browser. UNC Charlotte's Facilities Management is seeking a contractor to provide Niagara software support, controls support, and the technical knowledge to assist our staff with the installation and maintenance of any new, replacement, or existing JACE hardware items for our Niagara Enterprise Web Supervisor system.

Vendors must have the following minimum capabilities to be considered responsive and eligible for award:

1. Ability to provide server level diagnosis and support. (Tridium)
2. Ability to troubleshoot and resolve controller level issues such as VAV controllers, plant controllers, lighting, control wiring and meters for the JCI-FX JCI control line.
3. Ability to provide support for any of the following: Schneider Electric, Honeywell and Alerton.
4. Ability to install and provide technical support at the controller level and have appropriate tools for analysis and diagnosis of the control system.
5. Ability to give advanced level controller support and general diagnosis support for all building automation controls including, but not limited to, Lon, BACnet, Modbus, and SNMP.
6. At least one (1) Tridium and JCI-FX certified engineer in office for remote support.
7. Field technicians with Tridium certification and trained on JCI-FX with minimum of five (5) years of experience in the BAS field.

Existing Hardware and Software Details:

1. Web Supervisor running Niagara Framework version 4.13
2. More than two hundred (200) JACEs currently operational on campus
3. Additional JACEs will be coming online with new construction
4. JACEs are currently running 4.13
5. JACE manufacturers on campus: Johnson, Tridium, Vykon, Honeywell, Schneider, Talon, JCI
6. Multiple control lines, primarily JCI, Schneider, and Honeywell, but others are also on campus
7. Multiple controls protocols, primarily Lon, BACnet, Modbus, and SNMP, but others are also on campus
8. Licensed copies of Niagara Workbench and JCI CTT

General Vendor Requirements:

1. Local Charlotte area office within a sixty (60) mile radius of the UNC Charlotte campus.
2. Gold level status JCI-FX
3. Onsite support which includes, but is not limited to, troubleshooting JACE problems, patching JACEs and servers, and supporting users.
4. Ability to program and troubleshoot HVAC, BTU, water, gas, and electric meters.
5. Ability to develop a strong working knowledge of the current UNC Charlotte Construction Standards and Building Automation Specifications.
6. Ability to obtain licensing from Tridium.

Performance Standards:

1. Vendor shall follow the UNC Charlotte Design Manual: <https://facilities.charlotte.edu/vendor-opportunities/design-standards-and-guidelines/>
2. Perform and update documentation on any changes and new installations.
3. Ability to staff-up during the year end project period (March-June).
4. One (1) year warranty on any installations
5. Quarterly review of work in conjunction with UNC Charlotte, to include, evaluation of performance, ability to fix issues in a timely fashion, availability of phone support, support and phone response time, adherence to design specifications, code reviews, graphics reviews, documentation procedures, and staffing levels.
6. Programming changes within the Server, Jace and field controllers will be reviewed by BAS Manager.

Tridium Product Line Requirements:

1. Vendor must have a minimum of five (5) years demonstrated, successful, and satisfactory experience providing and technically supporting Tridium Niagara software upgrades on projects with N4 Supervisor and at least fifty (50) JACEs. Documentation must be provided with the bid response.
2. Documentation must be provided for three (3) Niagara Open installations of comparative scope and complexity where vendor has provided these solutions.
3. Document all Control Lines (i.e. Honeywell, JCI Fx/Metasys, Schneider, Tridium, Alerton, etc.) that vendor has the ability to support and provide advanced troubleshooting.
4. Onsite technicians shall be Tridium certified and have in-depth experience with troubleshooting JCI-FX controllers and various control lines. On-site technician must have a minimum of five (5) years of Tridium/Niagara N4 experience and HVAC controls experience.

Enterprise Building Automation Product Line Requirements:

1. Vendor must have a minimum of five (5) years of demonstrated, satisfactory experience providing and technically supporting Niagara enterprise control software, or approved UNC Charlotte equivalent.
2. Vendor must have a documented history of providing and technically supporting Enterprise Building Automation systems and software including installation, support and upgrades.

Custom Integration Requirements:

1. Vendor must have a minimum of five (5) years demonstrated, satisfactory experience providing and technically supporting general, custom controls development.
2. Vendor must have a certified mechanical engineer P.E. with a minimum of ten (10) years' experience of BAS design on staff available for review of installations of control systems.

Field Coordinator and Sequence Programmer Qualifications:

1. Individual(s) shall specialize in and be experienced with JACE control system hardware and software for not less than three (3) years.
2. Proposed field coordinator shall have experience with the installation of JACE hardware and software for at least two (2) projects of similar size & complexity.

- 3. Reference information, to include company name, contact name, phone number and email address, must be provided with bid to verify this experience.

Product Line Training Requirements:

- 1. Individuals overseeing the installation and configuration of the proposed product line, both hardware and software, must provide evidence of the most advanced training offered by the manufacturer on that product line for installation and configuration. Vendor shall submit the name and resume of the proposed individual and one alternate.

Programming Training Requirements:

- 1. Individuals involved with programming the site-specific sequences shall provide evidence of the most advanced programming application training offered by the manufacturer. Vendor shall submit the name and resume of the proposed individual and one alternate.

Telephone and Remote Support Requirements:

Vendor will provide telephone and remote support as needed Monday through Friday 8:00 am to 6:00 pm ET, except holidays. During these support sessions, Vendor will assist University staff in identifying, verifying and resolving problems found in executing tasks, along with addressing any system issues and assisting staff in becoming more self-sufficient. Vendor will respond within eight (8) hours of receiving notification for remote support.

5.2 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies 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 state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; 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.

5.3 RESERVED

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 a contact for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

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

6.2 RESERVED

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC WEEKLY STATUS REPORTS

The Vendor shall be required to provide a description of work performed and hours used in Management Reports to the designated Contract Lead on a weekly basis. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the University.

6.5 ACCEPTANCE OF WORK

Performance of the work and 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 INVOICES

The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the University with an invoice for each order or project. Invoices shall include detailed line item information to allow the University to verify pricing at point of receipt matches the correct price from the original date of order.

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

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

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Vendor: _____

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 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.9 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 made through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

EACH ATTACHMENT CAN BE ACCESSED FROM THIS LINK:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB, which can be found in the tables below:

Item	Description
Onsite Technician Two Days per Week (based upon 52 weeks)	Vendor will provide an advanced on-site technician two (2) days per week on the days determined by the University. Technician will have a vehicle, all necessary controls tools, software, laptop and hardware for troubleshooting controls issues. Weekly Cost \$_____ Annual Cost \$_____
Phone Support	Vendor will provide as-needed phone support 24/7 with the ability to escalate issues to Tridium. Annual Cost \$_____
Tridium Direct Phone Support	To give UNC Charlotte the ability to call Tridium directly for support. Annual Cost \$_____
Technician Hourly	Hourly cost for a technician to perform installations or for troubleshooting not included in contract hours. Hourly Cost \$_____

PRICING FOR AS-NEEDED EQUIPMENT & PARTS

Manufacturer	Part #	Description	Unit Price
Johnson Controls	FX-PCA3613-0	DDC Controller 8 UI, 6 BI, 6 BO, 6 AO, BACnet MS/TP	
Johnson Controls	F4-CGE09090-0	DDC Controller 7 UI, 2 BI, 3 BO, 4 CO, 2 AO, BACnet IP	
Johnson Controls	F4-CGM09090-0	DDC Controller 7 UI, 2 BI, 3 BO, 4 CO, 2 AO, BACnet MS/TP	
Johnson Controls	F4-CGM04060-0	DDC Controller 3 UI, 1 BI, 2 BO, 4 CO, BACnet MS/TP	
Johnson Controls	F4-XPM09090-0	Expansion I/O 7 UI, 2 BI, 3 BO, 4 CO, 2 AO	

Johnson Controls	F4-XPM04060-0	Expansion I/O 3 UI, 1 BI, 2 BO, 4 CO	
Johnson Controls	F4-XPM18000-0	Expansion I/O 18 BI	
Johnson Controls	F4-CVM03050-0	DDC Controller, VAV, 3 UI, 3 BO, 2 CO, Integrated Actuator / Flow Sensor	
Johnson Controls	M9104-AGP-2S	Damper Actuator 35 in lb, Fail in Place, Floating, Pressure Sensor	
Johnson Controls	TE-631GV-2	Duct Temperature Probe, 4", 1k Ni RTD	
Johnson Controls	NSB8BTN240-0	Net Sensor, Display, Wall Mount, Screw Terminals	
Johnson Controls	NSB8BTN140-0	Net Sensor, Warm/Cool, Wall Mount, Screw Terminals	
Johnson Controls	NSB8BHN240-0	Net Sensor, Display, Wall Mount, Screw Terminals, Humidity	
Johnson Controls	NSB8BHN140-0	Net Sensor, Warm/Cool, Wall Mount, Screw Terminals	
Johnson Controls	NSB8MTN240-0	Net Sensor, Display, Wall Mount, Screw Terminals, Occ Sensor	
Johnson Controls	NSB8BHC040-0	Net Sensor, No Display, Temp/Humidity/CO2	
Johnson Controls or equivalent	M9203-BGB-2	Damper Actuator 27 in lb, Spring Return, On/Off, End Switches	
Johnson Controls or equivalent	M9203-BGA-2	Damper Actuator 27 in lb, Spring Return, On/Off	
Johnson Controls or equivalent	M9203-GGA-2	Damper Actuator 27 in lb, Spring Return, Modulating	
Johnson Controls or equivalent	M9208-BGA-3	Damper Actuator 70 in lb, Spring Return, On/Off	
Johnson Controls or equivalent	M9208-GGA-3	Damper Actuator 70 in lb, Spring Return, Modulating	
Johnson Controls or equivalent	M9220-GGA-3	Damper Actuator 177 in lb, Spring Return, Modulating	
Johnson Controls or equivalent	M9104-AGA-2S	Damper Actuator 35 in lb, Non Spring Return, Floating	
Johnson Controls or equivalent	M9220-BAC-3	Damper Actuator 177 in lb, Spring Return, On/Off 120V, End Switch	
Tridium	J-9005	J-9000 with 5 Device Limit	
Tridium	J-9010	J-9000 with 10 Device Limit	
Tridium	J-9025	J-9000 with 25 Device Limit	
Tridium	J-9100	J-9000 with 100 Device Limit	

Tridium	J-9200	J-9000 with 200 Device Limit	
Tridium	IO-R-16	JACE 8000 16 Point IO (14006)	
Tridium	IO-R-34	JACE 8000 34 Point IO (14006)	
Tridium	DEVICE-1	1 Device Capacity Pack	
Tridium	DEVICE-10	10 Device Capacity Pack	
Tridium	DEVICE-25	25 Device Capacity Pack	
Tridium	DEVICE-5	5 Device Capacity Pack	
Tridium	DEVICE-50	50 Device Capacity Pack	
Tridium	SMA-9005-1YR	JACE 9005 - 1 Year Maintenance	
Tridium	SMA-9005-1YR-INIT	JACE 9005 - 18 mo Maintenance	
Tridium	SMA-9005-3YR	JACE 9005 - 3 Year Maintenance	
Tridium	SMA-9005-5YR	JACE 9005 - 5 Year Maintenance	
Tridium	SMA-9010-1YR	JACE 9010 - 1 Year Maintenance	
Tridium	SMA-9010-1YR-INIT	JACE 9010 - 18 mo Maintenance	
Tridium	SMA-9010-3YR	JACE 9010 - 3 Year Maintenance	
Tridium	SMA-9010-5YR	JACE 9010 - 5 Year Maintenance	
Tridium	SMA-9025-1YR	JACE 9025 - 1 Year Maintenance	
Tridium	SMA-9025-1YR-INIT	JACE 9025 - 18 mo Maintenance	
Tridium	SMA-9025-3YR	JACE 9025 - 3 Year Maintenance	
Tridium	SMA-9025-5YR	JACE 9025 - 5 Year Maintenance	
Tridium	SMA-9100-1YR	JACE 9100 - 1 Year Maintenance	
Tridium	SMA-9100-1YR-INIT	JACE 9100 - 18 mo Maintenance	
Tridium	SMA-9100-3YR	JACE 9100 - 3 Year Maintenance	
Tridium	SMA-9100-5YR	JACE 9100 - 5 Year Maintenance	

Tridium	SMA-9200-1YR	JACE 9200 - 1 Year Maintenance	
Tridium	SMA-9200-1YR-INIT	JACE 9200 - 18 mo Maintenance	
Tridium	SMA-9200-3YR	JACE 9200 - 3 Year Maintenance	
Tridium	SMA-9200-5YR	JACE 9200 - 5 Year Maintenance	
Tridium	SUP-0-SMA-1YR	Supervisor 1 Year Maintenance	
Tridium	SUP-0-SMA-3YR	Supervisor 3 Year Maintenance	
Tridium	SUP-0-SMA-5YR	Supervisor 5 Year Maintenance	
Tridium	WPM-8000	JACE-8000 or 9000 Wall Adapter	
Tridium	JACE 9000 - Software Maintenance	JACE 9200 - 5 year maintenance	
Tridium	Supervisor - Software Maintenance	Supervisor 1 year maintenance	
Tridium	Supervisor - Software Maintenance	Supervisor 3 year maintenance	
Tridium	Supervisor - Software Maintenance	Supervisor 5 year maintenance	

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors are incorporated herein by this reference.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions are incorporated herein by this reference.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form.

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference form.

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor form.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition form.

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