



*UNIVERSITY OF NORTH CAROLINA*  
**CHARLOTTE**

**STATE OF NORTH CAROLINA**

**University of North Carolina at Charlotte**

**Invitation for Bids # 66-26001 SB**

**HVAC Water System Maintenance**

**Date Issued: Wednesday, July 2, 2025**

**Bid Opening Date: Tuesday, July 22, 2025**

**At 2:00 PM ET**

**Direct all inquiries concerning this IFB to:**

Scott Brechtel

Director of Materials Management

Email: [sjbrecht@charlotte.edu](mailto:sjbrecht@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, redacted, 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.**

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Vendor Name

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Vendor eVP #

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

Electronic responses ONLY 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: <b>Scott Brechtel</b> <b>sjbrecht@charlotte.edu</b>	<b>Invitation for Bid # 66-26001 SB</b>
	<b>Bids will accepted until: Tuesday, July 22, 2025 @ 2:00 PM ET</b>

**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: 66-26001 SB

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

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The intent of this solicitation is to request the services of a contractor to provide a comprehensive, full service preventative maintenance HVAC water chemical treatment program for cooling towers, chilled water loops, hot water loops, closed loops, steam boilers and glycol systems at various locations throughout the UNC Charlotte campus.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of two (2) years, 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 three (3) 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

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### 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	Wednesday, July 2, 2025
Hold Pre-Bid Conference/Site Visit	State	Thursday, July 10, 2025 @ 10:00 AM ET
Submit Written Questions	Vendor	Friday, July 11, 2025 by 2:00 PM ET
Provide Responses to Questions	State	Tuesday, July 15, 2025
Submit Bids	Vendor	Tuesday, July 22, 2025 @ 2:00 PM ET
Contract Award	State	TBD
Contract Effective Date	State	Upon Award

**2.5 SITE VISIT**

**Urged and Cautioned Site Visit**

Date: Thursday, July 10, 2025  
 Time: 10:00 AM Eastern Time  
 Location: 9643 Poplar Lane  
 Room Number 123A  
 Charlotte, NC, 28223  
 Contact #: 704-687-7329

**Instructions:** Vendor representatives are URGED and CAUTIONED to attend the site visit and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory site visit is scheduled for this IFB. A campus map is available at <https://facilities.charlotte.edu/our-services/maps/printable-campus-maps> and Vendors are strongly encouraged to arrive early because parking on campus is difficult to obtain. Submission of a bid shall constitute sufficient evidence of Vendor’s compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered as a part of this IFB and any resulting contract.

**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 [sjbrecht@charlotte.edu](mailto:sjbrecht@charlotte.edu) by the date and time specified above. Vendors will enter "IFB #66-26001 SB 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.

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

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 to 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 required. 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) Current certifications for the intended service manager and service representatives.

- e) Description of the Vendor’s engineering support program including office location and escalation criteria for requesting engineer assistance.
- f) Sample of a customer monthly report or proposed report showing the spreadsheet-like organization with all data elements as required in the specifications.
- g) Copy of the Vendor’s spill prevention and clean up procedures.
- h) Description of the Vendor’s problem diagnosis and remedy process for unusual chemical usage levels.
- i) Listing of all labs used by the Vendor for testing water samples, including the lab certifications, locations, and contact information.
- j) Completed version of ATTACHMENT A: PRICING
- k) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- l) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- m) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- n) 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 #66-26001 SB 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**

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### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest.

All 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.

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 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

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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 line item, 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 PRODUCT IDENTIFICATION**

##### **SUITABILITY FOR INTENDED USE**

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

#### **4.3 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.

#### **4.4 WARRANTY**

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.

#### **4.5 DESCRIPTIVE LITERATURE**

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 to shall be a sufficient basis for rejection of the bid.

**4.6 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.

**4.7 REFERENCES**

Vendors shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the equipment, materials, and services offered. **At least one (1) of these references MUST be comparable in size and scope to UNC Charlotte and the services required in this IFB.** The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

**4.8 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.

**4.9 FINANCIAL STABILITY**

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

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

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

**4.11 PIGGYBACKING OPTION**

All public agencies or public higher education institutions may utilize this solicitation and subsequent award to satisfy mandated competition requirements. The other public agencies and other public higher education institutions shall be individually responsible for their obligations with the awarded Vendor. Likewise, Vendor shall be responsible to the public agencies or public higher education institutions in any ensuing contract. University of North Carolina at Charlotte makes no representations, guarantees, or warranties regarding any contract made between awarded Vendor and other public agencies or public higher education institutions.

**5.0 PRODUCT SPECIFICATIONS**

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**5.1 SCOPE OF SERVICES**

The intent of this solicitation is to obtain services of a Vendor to provide comprehensive water treatment services to ensure water chemistry always remains within standards and water chemistry treatment/testing equipment always remains operable. The Vendor will also provide routine assessments for reducing energy use and cost within the HVAC systems regarding minimum water usage and circulation.

- a) Test and treat chilled water (CHW), hot water (HW), condenser water (CW), glycol loops, and steam feedwater in all systems owned by the University to always maintain the chemistry tolerances specified below. A full list of sites and systems are available below in EXHIBIT A.
  - Chilled Water (CHW) Closed Loops: ~ 39 systems
  - Hot Water (HW) Closed Loops: ~ 35 systems
  - Cooling Water (CW) Open Loops: ~ 24 systems
  - Glycol Loops: 2 systems
  - Steam Feedwater: 3 systems
- b) Provide monthly service reports detailing system status, chemistry measurements, chemical usage, and issue tracking in a spreadsheet format or a web-based spreadsheet format.
- c) Monitor, replace, order, deliver, receive, transport, and set up all chemicals used for water treatment independently without university involvement.
- d) Maintain, repair, replace, and calibrate water treatment and monitoring equipment including internet communications for any automated equipment by coordinating with university maintenance and IT departments.

**EXHIBIT A: Sites and Systems**

	Building	Cooling Towers	Chillers	HW Boilers	Glycol Sys	Steam boilers	Notes
1	Atkins	2	2		4	2	
2	Barnhardt (SAC)	3	3				
3	Barnard			2			
4	Bioinformatics		1				air cooled chiller
5	Bissell House		1	1			air cooled chiller
6	Burson	2	1	3	2		
7	CAB			2			
8	Cameron	2	2				
9	Colvard	2	2	2			

10	Cone	2	2	2			
11	Dubois Center	2		3			
12	Duke		1	2			air cooled chiller
13	EPIC		1				air cooled chiller
14	FMPPS		1	1			air cooled chiller
15	Football Stadium		1	2			air cooled chiller
16	Foundation		1	1			air cooled chiller
17	FOPS		2	2			air cooled chiller
18	Fretwell	2	2	2			
19	Garinger		1	2			air cooled chiller
20	Grigg		1				air cooled chiller
21	Kennedy	1	1			2	
22	McEniry	2	2				
23	McMillian Greenhouse			2			
24	Memorial Hall		1	1			air cooled chiller
25	Prospector			2			
26	Robinson	2	2	2			
27	Rowe	1	1				
28	RUP-1	3	3	4			
29	RUP-2	4	4	3			
30	RUP-3	2	2	2			
31	RUP-4	3	3	3			
32	RUP-5	3	5	3			
33	Storrs	1	1	2			
34	Student Health Center		1	2			air cooled chiller
35	Student Counseling Center		1	2			air cooled chiller
36	Sycamore		1	1			air cooled chiller
37	Woodward				2	2	
38	Belk Hall	2	2	3			
39	Hawthorne Hall		1	1			air cooled chiller
40	Lynch Hall	2	2	2			
41	Martin Hall	1	1	1			
42	Miltimore Hall	2	2	3			
43	Oak Hall	2	2	2			
44	Scott Hall	1	1	2			
45	Wallis Hall		1	2			air cooled chiller

**5.2 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.

- a) The only approved equipment replacements for monitoring and treatment equipment are listed below in EXHIBIT B. All equipment will communicate directly with the University’s Building Automation System (BAS) via BACNET protocol. Exceptions must be approved by the University representative in writing on a case-by-case basis.

**EXHIBIT B: Approved Monitoring and Treatment Equipment**

<b>Chemical Treatment System Components</b>
<b>Hot and Chilled Water Loops</b>
<ul style="list-style-type: none"> <li>● Neptune DBF- 5HP -5-Gallon Bypass feeder</li> </ul>
<b>Cooling Tower Controller</b>
<ul style="list-style-type: none"> <li>● Advantage Controls MEGATRON XS MODEL XSCPF2E-H21N4 pH AND CONDUCTIVITY CONTROLLER WITH TE-4A TOWER PROBE, TPE-21 pH PROBE, TWO FEED TIMERS, MOUNTED FLOW SWITCH, INTERNET CARD WITH CAT5 CONNECTION AND BACNET</li> <li>● Advantage Controls Little Dipper 2 Fluorometer with 55" Cable (ordered w/ controller &amp; installed)</li> <li>● CM10-AE4K CONTROLLER MOUNT BOARD</li> <li>● BAS integration</li> </ul>
<b>Chemical feed pumps</b>
<ul style="list-style-type: none"> <li>● ProMinent Solid metering pump - CONCEPT plus CNPb - Concept B Solenoid Diaphragm Metering Pump 0.18 to 4.33 gph (0.7 to 16.4 l/h) at pressures up to 232 psi -inhibitor pump QTY 1 -</li> <li>● ProMinent Beta /b - Degassing bleach, oxidizers biocide Injector Quills x 3</li> </ul>

b) Testing Frequency

- Manual testing is required monthly for each system unless daily testing is performed by automated systems. Readings from automated equipment that have lost communication with the University BAS must be taken monthly until communication is restored.
- Closed loop manual testing frequency may be adjusted after consultation and approval of the University following an initial three (3) month baseline showing <1% change in concentration with minimal chemical injection. A three (3) month baseline will be reestablished after any detected change in concentration exceeding the established tolerances below.
- Legionella tests will be performed bi-annually or more frequently in accordance with ASTM D8429-21 and ASHRAE Guideline 12.

c) Reporting Requirements. Monthly and online reports will be in spreadsheet format similar to the example below in EXHIBIT C. The report will include:

- Name and location of each system
- Date of most recent testing
- Results of the testing for each chemical compared to the tolerances
- The date an exceedance was last measured for any chemical in that system
- The amount of each chemical used since the last test for that system
- Any maintenance, repair, replacement or calibration of testing/treatment equipment since the last test
- Spills including chemical name and amount
- Other notes or issues
- Systems will be grouped by type (i.e. CHW, HW, CW, steam, glycol) with all the systems represented in each month's report.

**EXHIBIT C: Monthly Report Format**

Last Test Date	Group	Building	Last Exceedance Date	Chem Usage	Maint/Rpr/Calib	Spills	Notes
2/15/2025	CHW	Kennedy	8/12/2023	Biocide- 2gal, Moly 2gal, etc			
2/15/2025	CHW	McEniry					
2/15/2025	CHW	Burson					
Last Test Date	Group	Building	Last Exceedance Date	Chem Usage	Maint/Rpr/Calib	Spills	Notes
2/15/2025	HW	RUP1					
2/15/2025	HW	RUP5					
2/15/2025	HW	Colvard					
Last Test Date	Group	Building	Last Exceedance Date	Chem Usage	Maint/Rpr/Calib	Spills	Notes
2/15/2025	CT	RUP1					
3/15/2025	CT	RUP2					
3/15/2025	CT	RUP3					
Last Test Date	Group	Building	Last Exceedance Date	Chem Usage	Maint/Rpr/Calib	Spills	Notes
2/15/2025	steam	Kennedy					
1/15/2025	steam	Woodward					
Last Test Date	Group	Building	Last Exceedance Date	Chem Usage	Maint/Rpr/Calib	Spills	Notes
2/15/2025	glycol	Woodward					

d) Qualifications and Safety Standards. The Vendor shall:

- Comply with included water chemistry specifications, safety guidelines and regulatory requirements of the University.
- Maintain updated Safety Data Sheets (SDS) for each chemical at each site at all times.
- Report the chemical and amounts of any chemical spills to the University representative and record any spills on the monthly report of issues.
- Comply with the University’s safety and behavior guidelines at all times which can be found at <https://safety.charlotte.edu/>
- Ensure there is a Certified Water Technologist (CWT) from the Association of Water Technologies (AWT) or ASSE 12080 certified service manager or service representative assigned to the site at all times.
- Manage Legionella in accordance with ASSE 12080, CTI Guideline 159 and ASHRAE Guideline 12.
- Use a certified lab for any sample testing.
- Calibrate or validate the calibration of all automated testing, monitoring and treatment equipment annually and provide a written report.

e) Chemistry standards. The following chemistry and tolerances will be maintained at all times on all systems.

Chill Water Loop Systems		
Conductivity	1000 - 3000 mmhos	
pH	7.5 - 10.5	Treatment must be non-nutrient/non-nitrite
Boiler Hot Water Loop Systems		
pH:	10.5 – 11.5	(to prevent corrosion and protect metal surfaces)
Total Dissolved Solids (TDS):	2,500 – 3,500 ppm	(varies based on operating pressure)
Alkalinity (as CaCO <sub>3</sub> ):	200 – 700 ppm	
Sulphite (as SO <sub>3</sub> ):	20 – 40 ppm	(for oxygen scavenging)
Silica:	< 150 ppm	(varies with pressure, to prevent scale)
Chlorides:	< 250 ppm	(preferably lower)
Phosphate (as PO <sub>4</sub> <sup>3-</sup> ):	20 – 50 ppm	(to prevent scale formation)
Condenser Water Loop Systems		
Conductivity	700 - 1000 mmhos	
pH	7.5 - 8.8	
Polymer	100 - 200 ppm	
Bromine	0.5 - 3.0 ppm	
Biological Count	10 <sup>4</sup> CFU/mL for planktonic bacteria	(Using cult slides)
	10 <sup>5</sup> CFU/cm <sup>2</sup> for sessile bacteria	Per CTI Guideline 159
Cycle of concentration	7.9 - 9.0	
Legionella	test in accordance with ASTM D8429-21	
Feedwater Systems (Steam and Firetube Boilers)		
pH:	8.5 – 9.5	(to prevent corrosion)
Total Hardness:	< 1 ppm	(as CaCO <sub>3</sub> )
Alkalinity (as CaCO <sub>3</sub> ):	50 – 150 ppm	
Dissolved Oxygen:	< 0.007 ppm	(typically controlled using oxygen scavengers)
Total Dissolved Solids (TDS):	< 1,500 ppm	(varies based on pressure and boiler type)
Chlorides:	< 50 ppm	(preferably lower)
Glycol systems		
Polypropylene FDA approved / Freeze point of 0 degree F		
pH	8.0 - 10.5	

f) Chemical Storage and Delivery. The Vendor shall:

- Maintain chemical storage levels at a minimum of 25% capacity at all times.
- Ensure all chemicals are delivered, received and set up independently by the contractor without direct involvement from university personnel after initial coordination with the University to establish methods.

- g) Additional requirements. The Vendor shall:
- Evaluate energy efficiency of managed systems based on chemical usage and observed conditions, submit written proposals, and participate in discussions with the owner to propose optimization strategies.
  - Provide engineering support including onsite investigation for analysis and correction of problem trends.
  - Provide chemistry management data and coordinate with other university designated contractors and engineers performing service or analysis of managed systems on an infrequent basis.
  - Provide the University RUP Shop and Housing Shop supervisors with a weekly schedule for contractor employee visits and work at sites on campus to include listing which sites will be visited each day. Alterations to the schedule during the week will be permitted for emergent issues but will not be accepted in lieu of an accurate schedule. Schedules are due on the Thursday of the week prior.
  - The contractor's employees will drive a vehicle with the contractor's company name clearly displayed.
  - The contractor's employees will wear a company provided uniform clearly displaying the company's name while visiting the University.
  - Provide services from a local office within approximately one hundred (100) miles of the University to ensure rapid response to emergency calls.
- h) Penalties and Performance Requirements. Failure to meet performance standards for water chemistry or the operations status of chemistry testing and treatment equipment will result in the following penalties:
- A per day penalty for exceeding chemical limits, as listed in section 6.5 FAILURE TO PERFORM.
  - A per day penalty for any missed testing requirements as listed in section 6.5 FAILURE TO PERFORM.
  - A ninety (90) day period commencing on the date of the award of the contract is allowed to establish baseline system performance before penalties are enforced.

### 5.3 ADDITIONAL REQUIRED BID SUBMISSIONS

- a) Provide copies of current certifications for the intended service manager and service representatives
- b) Provide a description of the contractor's engineering support program including their office location and escalation criteria for requesting engineer assistance.
- c) A sample of a customer monthly report or proposed report showing the spreadsheet-like organization as required in the specifications with all data elements. Must include all listed elements or how elements will be added to be acceptable.
- d) A copy of the contractor's spill prevention and cleanup procedures. Must be equivalent to the University requirements as found on the EHS website to be acceptable. <https://safety.charlotte.edu> and <https://safety.charlotte.edu/programs-and-procedures/pims/>
- e) A description of the contractor's problem diagnosis and remedy process for unusual chemical usage levels. Must show a detailed, logical and technically accurate process to be acceptable.
- f) A list of labs used by the contractor for testing water samples including their certifications, location and contact information.

**5.4 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.

**5.5 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

**6.0 CONTRACT ADMINISTRATION**

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All Contract Administration requirements are conditioned on an award resulting from this solicitation.

**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.

<b>Contract Manager Point of Contact</b>	
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 all customer service-related issues.

<b>Customer Service Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

**6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet quarterly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

**6.3 CONTINUOUS IMPROVEMENT**

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

**6.4 ACCEPTANCE OF WORK**

Performance of the work and delivery of any 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.

**6.5 FAILURE TO PERFORM**

In the event of a Contractor's failure to comply with the established performance schedule, the University reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the University and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the University. Alternatively, the University may assess financial penalties at the rate of 0.17% of the annual contract amount per day per system that has an exceedance of tolerances of any listed water chemistry standard. These penalties will begin twenty-four (24) hours after the exceedance is detected and continue until all measures for the system are returned to the appropriate tolerance listed. These penalties will not exceed the total monthly contract payment and is intended to cover incremental material damages due to chemical erosion, fouling deposits, excessive water and energy usage by serviced equipment and loss of equipment function due to water chemistry exceedances.

**6.6 INVOICES**

Invoices shall include detailed line item information to allow the University to verify pricing at point of receipt matches the correct price from the amounts established through this IFB.

**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 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 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for the initial term of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped and services provided at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

**6.10 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.

**The remainder of this page is intentionally left blank**

## 7.0 ATTACHMENTS

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

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
EACH ATTACHMENT, B THROUGH G, CAN BE ACCESSED FROM THIS LINK:  
<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

### **ATTACHMENT A: PRICING**

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

<b>System</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
CW Systems		
CHW Systems		
HW Systems		
Steam Feedwater Systems		
Glycol Systems		
Total Annual Cost		\$

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors are incorporated herein by this reference.

**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference form.

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

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