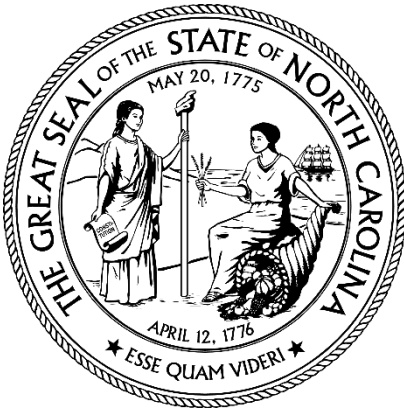




STATE OF NORTH CAROLINA

UNIVERSITY OF NORTH CAROLINA GREENSBORO

Request for Proposal #: LK260702

COOLING TOWER WATER TREATMENT PROGRAM-27

Date of Issue: July 10, 2026

Mandatory Pre-Bid Site Visit: July 16, 2026, at 9:00 AM ET

Written Questions Due: July 22, 2026

Proposal Due in eVP: August 5, 2026, before 2:00 PM ET

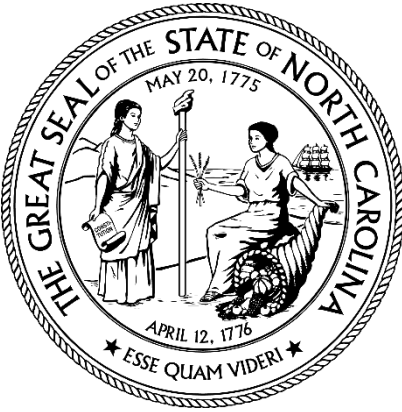
Direct all inquiries concerning this RFP to:

Lori Krise

Procurement Specialist

Email: lwkrise@uncg.edu

Phone: 336.334.5073



UNC
GREENSBORO
Procurement Services

STATE OF NORTH CAROLINA

UNIVERSITY OF NORTH CAROLINA GREENSBORO

Request for Proposal # LK260702

COOLING TOWER WATER TREATMENT PROGRAM-27

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

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

Vendor Name

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

UNIVERSITY OF NORTH CAROLINA GREENSBORO

Refer <u>ALL</u> RFP Inquiries to: Lori Krise, lwkrise@uncg.edu	Request for Proposal #: Cooling Tower Water Treatment Program-27
	Proposals due in eVP: August 5, 2026, before 2:00 PM ET
	Proposals will be publicly opened via Teams: August 5, 2026 at 3:00 PM ET
Requisition No.: TBD	Commodity Number and Description: 83101506 Water Treatment Services

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as

indicated on the attached certification, by _____.

(Authorized Representative of The University of North Carolina Greensboro)

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1.0 PURPOSE AND BACKGROUND

The University of North Carolina Greensboro (UNCG) Facilities Operations Utilities department is seeking a Vendor to provide a comprehensive water treatment program for all Cooling Towers as specified herein.

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

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

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or September 1, 2026, whichever is later.

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

1.2 CONTRACT VALUE

The University does not anticipate the contract spend to exceed Two Hundred Thousand (\$200,000) Dollars during the contract term based on historical spend.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE – NOT APPLICABLE

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

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports

to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	UNCG	July 10, 2026
Hold Mandatory Site Visit	UNCG	July 16, 2026 promptly starting at 9:00 AM
Submit Written Questions	Vendor	July 22, 2026
Post Response to Questions in eVP	UNCG	July 24, 2026
Submit Proposals in eVP	Vendor	August 5, 2026, before 2:00 PM ET
Public Virtual Opening via Teams (not mandatory for Vendor to attend)	UNCG	August 5, 2026, at 3:00 PM ET Online: https://teams.microsoft.com/meet/247090959415464?p=uQgrunXx6lPcB3ZBQk Call In: +1 336-790-7381,,11980365#
Contract Award	UNCG	TBD

2.5 MANDATORY SITE VISIT

Date: July 16, 2026

Time: 9:00 AM Eastern Time

Location: South Chiller Plant near 806 Oakland Ave
Greensboro NC 27412

(Free parking is available along Oakland Ave.

You can also park in Oakland Parking Deck. Be sure to take your parking stub with you to pay exact cash/change at the kiosk upon returning to Oakland Parking Deck or you can pay with VISA or MASTERCARD at the exit gate.)

Contact #: 336.256.1073

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No

allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are 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 RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to lwkris@uncg.edu by the date and time specified above. Vendors should enter "RFP #LK260702: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

2.7 PROPOSAL SUBMITTAL

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

All proposal responses 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>.

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

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

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). **Vendors are strongly encouraged to allow sufficient time to upload proposals as eVP will close at exactly 2:00 PM ET.**

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

2.8 PROPOSAL CONTENTS

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

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the Statement of Work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name and their eVP number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP [Section 4.12, all of Section 5.0, & Section 6.1]
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #LK260702 for (name of Vendor)". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Proposals will be received according to the method stated in the Proposal Submittal Section above.

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

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

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

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

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

3.4 EVALUATION CRITERIA

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

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

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee provides the best value to the State.

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

1. Vendor Technical Approach and Water Treatment Program
2. Vendor Experience & Qualifications
3. Service Level and Response Time
4. Pricing

5. Sustainability, Safety, and Compliance

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are

intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 FINANCIAL STABILITY

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

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

4.3 VENDOR EXPERIENCE

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

4.4 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. . In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.5 BACKGROUND CHECKS

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

4.6 PERSONNEL

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

for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

4.7 VENDOR'S REPRESENTATIONS

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

4.8 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.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- | | |
|---|--|
| a) <u>Employer's Liability</u> | \$1,000,000 Each Occurrence |
| b) <u>Commercial General Liability</u> | \$1,000,000 Combined Single Limit |
| c) <u>Automobile</u> | \$1,000,000 Combined Single Limit |
| d) <u>Excess Liability (Claims-made)</u> | \$5,000,000 Each Occurrence |
| e) <u>Professional Liability</u> | \$1,000,000 Each Occurrence / \$3,000,000 Annual Aggregate |
| f) <u>Pollution Liability</u> | \$1,000,000 Each Occurrence / \$3,000,000 Annual Aggregate |

4.10 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.11 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within ten (10) business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award.

No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes ☐ No ☐

5.0 SPECIFICATIONS AND STATEMENT OF WORK

The University of North Carolina Greensboro Facilities Operations, Utilities department is seeking a Vendor to provide a comprehensive Water Treatment Program for the Cooling Towers on UNCG’s campus in full compliance with the Statement of Work and Specifications herein.

5.1 STATEMENT OF WORK

5.1.1 Intent - The intent of this contract is to maximize the efficiency and life of the heating, chill, and condenser water systems of the University while minimizing the lifetime operating and maintenance cost. This will be accomplished by minimizing corrosion, biological growth, and scale buildup in these hydronic systems while using the minimum possible amount of chemicals and water. Since several of the condenser water systems blow down to the storm water system, the chemicals used in the cooling towers must be environmentally friendly.

5.1.2 Delivery - Water treatment supplies deliveries must be made between the hours of 8:00 AM and 4:00 PM, Monday through Friday, at the McIver Street Chiller Plant loading dock. Delivery drivers shall call the HVAC Supervisor one (1) hour prior to delivery to permit a Utilities Department employee to verify receipt. Vendor agrees to make delivery within ten (10) calendar days after receipt of any valid order and delivery within forty-eight (48) hours for emergency orders. Routine service calls must be made between the same hours as those specified above. Vendor shall either use their own delivery truck or use an authorized trucking company that is in accordance with NC DOT.

5.1.3 Water Testing

- a) **Condenser Water:** The Vendor will test all seven (7) condenser water systems covered under this contract at least monthly. The Vendor shall inspect all major cooling towers during each service visit to examine for biological growth, foam, sludge, cooling tower deterioration, etc. Should scale develop in a chiller, the Vendor shall remove scale at no additional cost to the Owner. Successful applicants may randomly inspect three (3) chillers, prior to the start of this contract, by providing three (3) days notice. Any chiller not online may be chosen by the Vendor on the day of the inspection. Conditions found shall be considered as representative of the remaining chillers. After these tests and inspections, the Vendor will make recommendations on modifications to the treatment rates for the condenser water systems to be carried out by the Utilities department personnel. The Vendor will have all condenser water systems tested for Legionella twice a year (May and November) by an outside independent laboratory and provide a report on Legionella counts. All the chemicals necessary to properly treat the condenser water systems for one (1) year are part of this contract.
- b) **Corrosion Coupons:** The condenser water system at each chiller has a corrosion coupon station. As part of this contract, the Vendor will analyze the coupons every three (3) months. The corrosion rates will be a maximum of five (5) mils per year.
- c) **Closed Loop Water Systems:** The University has approximately seven (7) closed loop chilled water systems and approximately forty (40) closed loop hot water systems that the Vendor will test quarterly. The Vendor will make recommendations for treatment of the closed loop systems based on these tests. The closed loop chemicals will be purchased separately from this contract. The University reserves the right to purchase the closed loop treatment from other sources.
- d) **List of water systems to be tested:**

Condenser Loops

1. McIver Chiller Plant
2. Elliott University Center
3. Jackson Library
4. Coleman 2 loops
5. Kaplan Wellness Center
6. South Chiller Plant

Chilled Water Loops

1. Campus
2. Jackson Library
3. Coleman
4. Chemical Storage
5. Police
6. 1100 W. Market St
7. Kaplan Wellness Center

Hot Water Loops

1. Elliott University Center
2. Coleman
3. Jackson Library
4. Bryan
5. Mossman
6. 1100 W. Market St (boiler)
7. Chemical Storage (boiler)
8. Stone
9. Petty
10. Graham
11. Moore Humanities
12. Cone Arts
13. Music
14. Police (boiler)
15. Moore Nursing
16. Forney
17. Moran Commons Dining Hall
18. UNCG Auditorium
19. School of Education
20. Gove Health
21. Sullivan Science

- 22. Sink
- 23. McNutt
- 24. Studio Arts
- 25. Eberhart
- 26. Alumni House
- 27. Walker Parking Deck
- 28. Carmichael
- 29. Curry
- 30. Brown
- 31. Ferguson
- 32. Taylor
- 33. Kaplan Wellness Center (boilers)
- 34. 1510 Walker Ave
- 35. 915 Northridge (boiler)
- 36. Nursing & Instruction

5.1.4 Handling Procedures - The Facilities Operations Utilities department is concerned with the handling of chemicals and/or the disposal of empty drums. To reduce the University's liability in this regard, the Vendor shall remove all empty shipping containers when a new shipment is delivered. Water treatment chemicals may be supplied in steel or plastic containers at the discretion of the Vendor; however, all empty containers shall be removed by the Vendor. Deliveries shall be made within ten (10) calendar days of the order date. Chemical deliveries packaged in quantities in excess of 15 gallons shall be off-loaded and moved to the designated storage location by the delivery driver. Deliveries will be made to the McIver Street Chiller Plant. The Vendor is responsible to maintain a minimum of level of five (5) gallon containers of each chemical at all times. This amount may be modified upon mutual agreement between the University and the Vendor.

5.1.5 Treatment Program - This contract is for a full service program. All chemical handling will be done by the Vendor. All the equipment to accomplish this program will be leased to the University for the term of the contract, and include water/chemical monitors, chemical storage tanks, chemical pumps, and pump controllers at a minimum. Chemical Vendor will install the equipment. The University will provide the appropriate communication jacks at the monitors.

- a) For Coleman, Stone, Bryan, Elliott University Center, Mossman, and Jackson Library, the Vendor shall provide all new equipment necessary to continuously monitor the level of scale and corrosion inhibitors in the condenser water system. The system will provide automatic make up water monitoring with mass balancing of feed chemicals and feed verification.
- b) The condenser water treatment systems shall monitor water conductivity and control blow-down based on that conductivity. The Vendor will also provide all new chemical feed tanks, feed pumps, and pump controllers.
- c) The condenser water treatment systems at McIver Chiller Plant, South Chiller Plant, and Kaplan Wellness Center shall not be altered unless approved by the University.

5.1.6 Annual Business Review - The Vendor must present an annual review of the treatment program. Vendor's representative(s) shall at this time meet with the designated representative(s) of the Facilities Operations Utilities department to discuss all treatment programs, their effectiveness, and establish future objectives.

- 5.1.7 Personnel and Equipment** – The Vendor shall furnish all necessary personnel and any equipment for the performance of the work under this contract. The Facilities Operations Utilities department will, however, provide for any electrical or plumbing connections to equipment necessary.
- 5.1.8 Workmanship** - The workmanship shall at all times be of good grade accepted as the best practice of the particular trade involved and as stipulated in written standards of recognized organizations or institutes of the respective trades as qualified by these specifications.
- 5.1.9 Employee Conduct** - If at any during the performance of work covered by these specifications, the conduct of any Vendor's employee be adjudged a nuisance to the University, or if any workman be considered detrimental to the work, the Vendor shall order such employee or party removed immediately from the campus grounds.
- 5.1.10 Qualified Contractor** - All work under this contract shall conform to the North Carolina State Building Code and other state, local, or national codes as are applicable. All persons, firms, or corporations engaged in the business of this contract shall be appropriately licensed as a Contractor in the State of North Carolina and meet all specific requirements of this document.
- 5.1.11 Premises Protection** - The Vendor shall take proper and adequate measures for the protection of all property and personnel while in the performance of work under this contract. Vendor shall be held responsible for the protection of all walks, drives, grounds, and building and glass surfaces. Any damage will be repaired at the expense of the Vendor.
- 5.1.12 Safety** - The Vendor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relative to the Occupational Safety and Health Standards pertinent to the work specified herein.
- 5.1.13 Work Inspection** - It is a condition of this contract that the work described herein shall be subject to inspection by the designated official representative of the Facilities Operations Utilities department and those persons required by State law to test work for official approval. Unless otherwise specified, work shall be inspected during normal working hours between 8:00 AM to 4:30 PM.
- 5.1.14 Guarantee** - The Vendor shall guarantee the material and workmanship against defect due to faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Vendor shall replace such defective materials, equipment, or workmanship without cost to the Owner within the stipulated guarantee period.
- 5.1.15 Laws** - Vendor shall comply with all laws, licenses, ordinances, rules and regulations bearing conduct on his work.
- 5.1.16 Liability** - Vendor shall assume liability for wrongful act(s) and/or negligence of its employees while engaged in the performance of this contract.

5.2 CONTRACTOR QUALIFICATIONS

The Contractor Qualifications outlined in this section are to be used as a reference to evaluate proposals submitted by responsive Vendors.

- 5.2.1. Cover Letter** – contain summary of program and proposal
- 5.2.2. Vendor Experience** – Vendor must be a company normally engaged in selling water treatment chemicals and services for chilled water and condenser water systems. Indicate experience in providing materials and services for water treatment programs. State how long firm has been engaged in the water treatment business. Enclose a copy of your firm's latest annual report or equivalent. If your firm is a division of a larger corporation, submit financial data from your division.
- 5.2.3. Representative Experience** – Vendors shall appoint two (2) members of his/her company, plus one (1) authorized alternate, to represent the company in dealings with the University. All three (3) Vendor representatives shall be full-time employees of the Vendor. The representative shall be familiar with all aspects of water treatment. Only these individuals will represent the Vendor regarding services for this contract unless otherwise specifically authorized by the Utilities Manager. List the name, educational background, years in the water treatment industry, and years with Vendor for each of the three (3) appointed representatives.
- 5.2.4. References** – Vendor shall submit a list of five (5) present customers in the surrounding area, handled by the representatives named above. The University reserves the right to contact or visit customers so listed and to disqualify Vendors not performing satisfactory service. At least three (3) of these references must have systems similar in complexity and size to UNCG. Be sure to identify the customer's name, address, contact name, phone number and email address.
- 5.2.5. Service Level and Response Time** – Two (2) Vendor representatives must live within four (4) hours travel time from UNCG. A representative shall visit UNCG a minimum of every other week to perform visual inspection of equipment and chemical levels. Analyses is only required once a month as described in the Statement of Work. The representative must be available for calls on specific problems should they occur. The representative shall be available to the University on 24-hour notice, and under emergency circumstances, able to visit the University within four (4) hours after notice. List name, home address, phone number, emergency phone number for both Vendor representatives.
- 5.2.6. Quality** – An organization's commitment to quality is an indication of their ability to satisfy the Facilities Operations Utilities department's needs. A Vendor's dedication to quality means fewer problems and less risk for the University. Please provide an outline of the Quality Education which your firm's employees receive and how many have received it. Supporting literature or pamphlets may be included.
- 5.2.7. Program Administration** – Organization is key to a well-run water treatment program. To have quick access to all technical and safety information regarding the water treatment program, we require that the Vendor provide an Administrative Notebook. At the very least, this notebook must contain an outline of the chemical program, all chemical control procedures, log sheet, product bulletins, Safety Data Sheets, feed and control equipment specifications and service reports. Provide a summary of how your firm administers and manages a water treatment program. Include a sample of your Administrative Notebook and its contents.
- 5.2.8. Subcontractor** – No subcontractors are to be used in any portion of your service except deliveries and Legionella analysis. If a separate delivery company is used, it must be certified to handle chemicals. If your firm uses any other subcontractors, this will disqualify your firm as a potential Vendor. NOTE: The Facilities Operations Utilities department can supply all necessary electrical and plumbing work that may be necessary for equipment installation. Please state who you intend to use to deliver chemicals and perform the Legionella analysis.
- 5.2.9. Handling Procedures** – The Facilities Operations Utilities department is concerned with the handling of chemicals and/or the disposal of empty drums. To eliminate our liability in this regard, the Vendor shall provide for the removal of all empty shipping containers when a new shipment is delivered. Water treatment chemicals may be supplied in Steel or Plastic containers at the discretion of the Vendor; however, all empty containers shall be removed upon a delivery of new chemicals.

- 5.2.10. Training** – Provide a summary of the training your firm can provide to the Facilities Operations Utilities department staff. This training should include how to perform tests and monitor chemical program results, how to work safely with chemical products, and general training regarding cooling water systems. Samples of training materials are to be included.
- 5.2.11. Health & Safety** – Your firm must provide Safety Data Sheets (SDS) to ensure a safe work environment for the Facilities Operations Utilities department personnel to comply with all state and federal laws concerning handling of hazardous materials. An SDS shall accompany all first time orders. The Vendor shall operate a 24-hour, 7 days per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents involving your products. Provide a summary of your SDS program, including your emergency phone number and a sample copy of your firm's SDS.
- 5.2.12. Troubleshooting Capabilities** – The Vendor must have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control and troubleshooting. All laboratory services shall be provided by the Vendor. Subcontracting work or the use of independent laboratories is not allowed, except for Legionella analysis. Laboratory services available will include corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis, and metallurgical analysis. Include a sample analytical report for each of the above analyses as evidence of your firm's laboratory capabilities.
- 5.2.13. Statistical Process Control** – To help ensure that the Facilities Operations Utilities department receives quality products, your firm must be currently practicing Statistical Process Control (SPC), or equivalent, in the manufacture of chemical products. In addition, the Vendor must have a commercially available statistical process control program specifically designed for monitoring and controlling cooling towers. Submit a summary of your firm's manufacturing and your commercially available SPC programs. Other supporting literature may be included.
- 5.2.14. Equipment Inspection** – Thorough equipment inspection is important in determining the condition of UNCG's chillers, condensers and cooling tower systems. Outline how your firm would evaluate and document the condition and efficiency of these equipment items and systems. The Vendor shall provide a written statement of the condition of equipment and systems made available for inspection. The Vendor must also provide the Facilities Operations Utilities department with photographs of equipment and system internals for each inspection. Baseline efficiency analysis of all chillers shall be performed by the Vendor within six (6) months of award of contract.
- 5.2.15. Monitoring and Control** – The Vendor will provide a comprehensive chemical testing program with written instructions and test procedures for all control tests. A summary chart with frequency for each test will be provided by the Vendor.
- 5.2.16. Feed and Control Equipment** – The Vendor must be able to supply the Facilities Operations Utilities department with any additional chemical feed or control equipment which may be required to assure reliable operation of the University's cooling systems. Provide a brief, one or two page, summary of the chemical feed and control system you propose to use as part of this contract. The Vendor will review the benefits of installing this equipment and discuss any savings and safety benefits that the University will realize as a result.
- 5.2.17. Insurance Requirements** – Your firm must meet the insurance requirements as outlined in Section 4.11. Provide a copy of your Certificate of Insurance.
- 5.2.18. Product Bulletins** – Vendor shall include product bulletins for all products recommended in its proposal.
- 5.2.19. Water Conservation** – Vendor shall make every conceivable effort to maximize cycles of concentration for cooling towers to minimize water consumption. Average cycles of concentration for cooling towers will be set a MINIMUM of 6.0 and a MAXIMUM of 10.0 with a maximum conductivity of 1000. State the desired cycles of concentration for your treatment program.

5.2.20. Material Compatibility - Vendor shall assure that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic materials in the equipment or systems being treated when used in accordance with Vendor's instructions. Provide a statement acknowledging this responsibility.

5.3 COOLING SYSTEM SPECIFICATIONS

The Facilities Operations Utilities department monitors make-up water usage and chemical consumption on a weekly basis. This allows the proper amount of chemical usage for the volume of make-up water required.

Be realistic in your dosage estimates on the following pages. **If the Facilities Operations Utilities department finds that chemical and water usage during the implementation of your program is higher than the calculation data provided in this solicitation, the University reserves the right to terminate the contract.**

5.3.1 Scale/Corrosion Inhibitor – The scale/corrosion inhibitor is to be a liquid multi-functional product containing a corrosion inhibitor for protection of mild steel. A corrosion inhibitor for yellow metals must be provided in this product or in the dispersant product.

5.3.2 Dispersant – The dispersant to be supplied is to contain polymers for iron, silt and silica dispersion.

5.3.3 Biocide A – Biocide A is to be a non-ionic or anionic blend. Cationic biocides are not acceptable due to their incompatibility with the anionic dispersant. Carbonate biocides are not acceptable because of their reaction with copper and the tendency to form carcinogens in the tower water.

5.3.4 Biocide B – Biocide B shall be an alternate Biocide to prevent immunity to Biocide A. Industry grade chlorine is not acceptable.

Notes:

1. The first and second products above, Scale/Corrosion Inhibitor and Dispersant, companies can either provide both products or one product that combines both products.
2. No dry or solid biocides will be accepted.

5.4 MAKE-UP WATER QUALITY ANALYSIS (CITY WATER)

Make-up water analysis can be found at the City of Greensboro website: <https://www.greensboro-nc.gov/departments/water-resources/water-system>. Note: This is a representative analysis of the University's makeup water source. The Vendor should make no assumption of water chemistry and is urged to conduct its own analysis.

5.5 COOLING SYSTEM LOCATIONS AND DESCRIPTIONS

LOCATION: MCIVER CHILLER PLANT, (4) COOLING TOWERS				
	<u>Chiller #1</u>	<u>Chiller #2</u>	<u>Chiller #3</u>	<u>Chiller #4</u>
Chiller Manufacturer	Trane	Trane	Trane	Trane
Chiller Type	Centrifugal	Centrifugal	Centrifugal	Centrifugal
Total Design Tonnage	1500	1500	1875	1875
Average Tonnage Used	90%	90%	75%	75%
Running Time (Hrs/Day)	24	24	16	16
Running Time (Days/Year)	270	270	210	120

CW Leaving Temp (°F)	42	42	42	42
CW Return Temp (°F)	54	54	54	54
Cond Water Inlet (°F)	85	85	85	85
Cond Water Outlet (°F)	95	95	95	95
Average Cond Water Recirculation (gpm)	4500	4500	6000	6000
Cond Water Volume (gal)	60000			
	Common chill water and condenser water			

LOCATION: ELLIOTT UNIVERSITY CENTER, (1) COOLING TOWER

	<u>Chiller #2</u>	
Chiller Manufacturer	Trane	
Chiller Type	Centrifugal	
Total Design Tonnage	450	
Average Tonnage Used	70	
Running Time (Hrs/Day)	20	
Running Time (Days/Year)	120	
CW Leaving Temp (°F)	45	
CW Return Temp (°F)	55	
Cond Water Inlet (°F)	85	
Cond Water Outlet (°F)	95	
Average Cond Water Recirculation (gpm)	1350	
Cond Water Volume (gal)	4500	
	Chilled water is campus loop and condenser is independent	

LOCATION: COLEMAN BUILDING, (2) INDEPENDENT COOLING TOWERS

	<u>Chiller #1</u>	<u>Chiller #2</u>
Chiller Manufacturer	Trane	Trane
Chiller Type	Screw	Centrifugal
Total Design Tonnage	400	175
Average Tonnage Used	80%	80%
Running Time (Hrs/Day)	24	24
Running Time (Days/Year)	210	330
CW Leaving Temp (°F)	45	45
CW Return Temp (°F)	55	55

Cond Water Inlet (°F)	85	85
Cond Water Outlet (°F)	95	95
Average Cond Water Recirculation (gpm)	1200	525
Cond Water Volume (gal)	1200	800
	Common chill water and independent condenser water systems	

LOCATION: JACKSON LIBRARY, (1) COOLING TOWER	
	<u>Chiller #1</u>
Chiller Manufacturer	Trane
Chiller Type	Centrifugal
Total Design Tonnage	400
Average Tonnage Used	80%
Running Time (Hrs/Day)	24
Running Time (Days/Year)	270
CW Leaving Temp (°F)	45
CW Return Temp (°F)	55
Cond Water Inlet (°F)	80
Cond Water Outlet (°F)	90
Average Cond Water Recirculation (gpm)	900
Cond Water Volume (gal)	2850

LOCATION: SOUTH CHILLER, (2) COOLING TOWERS		
	<u>Chiller #1</u>	<u>Chiller #2</u>
Chiller Manufacturer	Trane	Trane
Chiller Type	Centrifugal	Centrifugal
Total Design Tonnage	1500	1500
Average Tonnage Used	90%	90%
Running Time (Hrs/Day)	24	24
Running Time (Days/Year)	270	270
CW Leaving Temp (°F)	42	42
CW Return Temp (°F)	54	54
Cond Water Inlet (°F)	85	85
Cond Water Outlet (°F)	95	95
Average Cond Water Recirculation (gpm)	4500	4500

Cond Water Volume (gal)	30000	
	Common chill water and common condenser water systems	

5.6 CONTRACT PERFORMANCE REQUIREMENTS

Upon arrival to campus, the Vendor must report to the designated Facilities Operations Utilities department representative. All work performed will be under the direction of said Utilities representative.

Vendor shall examine the work site, taking necessary precautions to ensure the work site is properly barricaded and designated as such with the proper signage.

Vendor's technicians will communicate to the Utilities representative any safety concerns in reference to the work site conditions.

Vendor must notify Utilities representative at the first sign of any abnormality, excessive wear, or safety concerns in regard to equipment and parts.

Vendor must provide a written estimate to the Utilities representative for review prior to beginning any work. The Vendor must not perform any work without the receipt of a UNCG purchase order.

All work must be performed in a safe and professional manner.

Vendor's technicians will report to work at the University with all proper PPE and commercial grade equipment required to perform work-related tasks.

Vendor's technicians will not be allowed to use University-owned equipment in the performance of contracted services.

The bulk of service will take place during normal operating hours, but work on nights, weekends, or holidays may also be required under this contract.

Vendor must carry commercial liability insurance, workmen's compensation, and full automotive insurance coverage. Vendor shall ensure that a current certificate of insurance is on file at the University throughout contract duration.

Vendor must use only new components in regard to the services performed under this contract. In the event that a new component is not available, the Vendor must seek the approval of the Utilities representative prior to the installation of a remanufactured component.

In the event of damage occurring to University equipment or property as a result of negligence of the Vendor's technicians, the Vendor shall be responsible for the repair and/or replacement of University property and equipment, as well as any damaged private property.

In addition to OSHA, state and local codes, the Vendor must comply with the University Safety Office requirements (<https://fac.uncg.edu/fm/ehs/>).

5.7 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Statement of Work section of this RFP.

5.8 CERTIFICATION AND SAFETY LABELS

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

6.2 INVOICES

Vendor shall invoice UNCG. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide UNCG with an invoice for each order. Invoices shall include detailed material, labor hours per classification, equipment and subcontracted costs to allow Procurement Entity to verify pricing at point of receipt matches the

correct price from the original date of order. Attach copies of material, equipment, and subcontract invoices. The following fields shall be included on all invoices, as relevant:

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

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC REPORTS

The Vendor shall be required to provide a report to the Utilities representative with a copy to the Utilities Manager after each visit to campus in a timely manner. This report shall document that all requirements of this contract have been checked and completed. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Utilities representative.

Within ten (10) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the Utilities representative and Utilities Manager for approval.

6.5 ACCEPTANCE OF WORK

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

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

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 DISPUTE RESOLUTION

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

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

6.8 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

LINK TO ATTACHMENTS B-G: <https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP.

Vendor to provide a comprehensive water treatment program for the UNCG Cooling Towers to be in full compliance with Section 5.0 Specifications and Statement of Work and warranted one (1) year for materials and labor. FOB Greensboro.

UNCG is exempt from Sales and/or Use Taxes on qualifying purchases. Our Tax Exempt Number is 400004.

Price accordingly to no more than two (2) decimal places. Any numerical digits beyond two (2) decimal places will not be rounded but truncated to only the first two (2) decimal places.

Year	Contract Period	Annual Cost
1	First Year of Program: September 1, 2026 – August 31, 2027	\$ _____
2	Second Year of Program: September 1, 2027 – August 31, 2028	\$ _____
3	Third Year of Program: September 1, 2028 – August 31, 2029	\$ _____
4	Optional Fourth Year of Program: September 1, 2029 – August 31, 2030	\$ _____
5	Optional Fifth Year of Program: September 1, 2030 – August 31, 2031	\$ _____
	TOTAL FOR ALL FIVE (5) YEARS	\$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found at link above.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, incorporated herein by this reference, may be found at link above.

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form found at link above.

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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