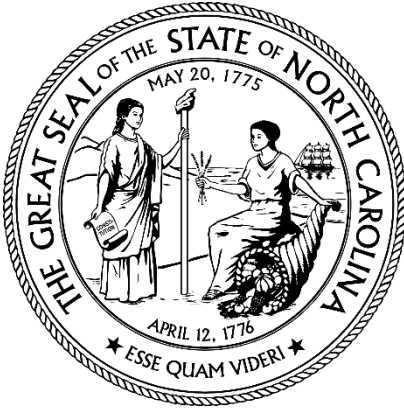




STATE OF NORTH CAROLINA

UNIVERSITY OF NORTH CAROLINA GREENSBORO

Invitation for Bid #: LK260901

HVAC Components, Parts & Supplies-27

Date Issued: September 29, 2026

Submit Questions: October 7, 2026, by noon

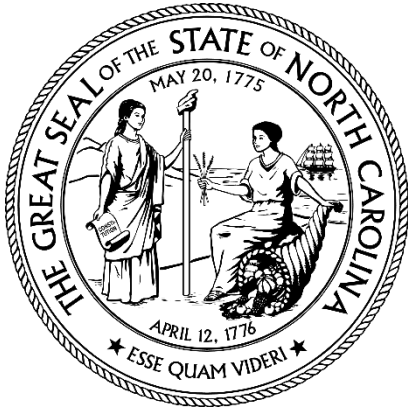
Bid Due in eVP: October 15, 2026, by 2:00 PM ET

Direct all inquiries concerning this IFB to:

Lori Krise, Procurement Specialist

Email: lwkrise@uncg.edu

Phone: 336.334.5073



STATE OF NORTH CAROLINA
UNIVERSITY OF NORTH CAROLINA GREENSBORO

Invitation for Bid # LK260901

HVAC Components, Parts & Supplies-27

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

**This page shall be filled out and returned with your bid.
Failure to do so shall be sufficient cause to reject your bid.**

Vendor Name

Vendor eVP #

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://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> Inquiries regarding this IFB to: <i>Lori Krise, lwkrise@uncg.edu</i>	Invitation for Bids # <i>LK260901 HVAC Components, Parts & Supplies-27</i>
	Bids Due in eVP: <i>October 15, 2026, by 2:00 PM ET</i>
Using Agency: UNC Greensboro	Commodity No. and Description: <i>401017 Cooling Equipment and Parts and Accessories</i>
Requisition No.: TBD	

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 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:	E-MAIL:

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 _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of The University of North Carolina Greensboro)

TABLE OF CONTENTS

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM	5
2.0	GENERAL INFORMATION	5
2.1	INVITATION FOR BIDS DOCUMENT	5
2.2	ePROCUREMENT FEE – NOT APPLICABLE TO THIS SOLICITATION.....	5
2.3	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS	5
2.4	IFB SCHEDULE	6
2.5	BID QUESTIONS.....	6
2.6	BID SUBMITTAL.....	6
2.7	BID CONTENTS	7
2.8	ALTERNATE BIDS	7
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	7
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS.....	7
3.1	METHOD OF AWARD.....	7
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	8
3.3	BID EVALUATION PROCESS	8
3.4	PERFORMANCE OUTSIDE THE UNITED STATES.....	9
3.5	INTERPRETATION OF TERMS AND PHRASES	9
4.0	REQUIREMENTS.....	9
4.1	PRICING	9
4.1.1	IMPORT TARIFF TEMPORARY SURCHARGE	10
4.2	ESTIMATED QUANTITIES.....	10
4.3	PRODUCT IDENTIFICATION	10
4.4	TRANSPORTATION AND IDENTIFICATION.....	10
4.5	DELIVERY	10
4.6	AUTHORIZED RESELLER	10
4.7	WARRANTY.....	11
4.8	“PIGGYBACKING” BY AFFILIATED UNIVERSITY OF NORTH CAROLINA SYSTEM INSTITUTIONS	11
4.9	REFERENCES.....	11
4.10	VENDOR’S REPRESENTATIONS	11
4.11	FINANCIAL STABILITY	11
4.12	AGENCY INSURANCE REQUIREMENTS MODIFICATION.....	2
4.13	SUBCONTRACTORS.....	2
4.14	SECRETARY OF STATE REGISTRATION.....	2
4.15	SUSTAINABILITY EFFORTS	2
5.0	PRODUCT SPECIFICATIONS	2
5.1	SCOPE OF SERVICES.....	2
5.2	PERFORMANCE	2
5.3	ORDERS	3
5.4	STANDARD ORDERING FORM	3
5.5	SUBSTITUTIONS	3

5.6	NO STATE TERM CONTRACT ITEMS	3
5.7	NON-EXCLUSIVITY	3
5.8	CERTIFICATION AND SAFETY LABEL	4
5.9	DEVIATIONS.....	4
6.0	CONTRACT ADMINISTRATION.....	4
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE.....	4
6.2	CONTINUOUS IMPROVEMENT	5
6.3	ACCEPTANCE OF WORK	5
6.4	INVOICES	5
6.5	DISPUTE RESOLUTION	5
6.6	PRODUCT RECALL.....	5
6.7	PRICE ADJUSTMENT	6
6.8	CONTRACT CHANGES	6
7.0	ATTACHMENTS	7
	ATTACHMENT: PRICING	7
	ATTACHMENT: INSTRUCTIONS TO VENDORS	7
	ATTACHMENT: NORTH CAROLINA GENERAL TERMS AND CONDITIONS	7
	ATTACHMENT: CUSTOMER REFERENCE TEMPLATE.....	7
	ATTACHMENT: CERTIFICATION OF FINANCIAL CONDITION.....	7
	ATTACHMENT: LOCATION OF WORKERS UTILIZED BY VENDOR	7
	ATTACHMENT: SUSTAINABILTY EFFORTS	7
	ATTACHMENT: VENDOR REQUEST FOR EO50 PRICE-MATCHING	7

1.0 PURPOSE AND BACKGROUND

The University of North Carolina Greensboro (UNCG) Facilities Operations department is actively seeking Vendor(s) capable of providing and delivering HVAC components, parts and supplies on an as needed basis. The awarded Vendor will fulfill the requirements contained herein.

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

To comply with Executive Order 80 (2018), North Carolina's Commitment to Address Climate Change and Transition to a Clean Energy Economy, the contract resulting from this solicitation intends to provide sustainability features in accordance with industry standards.

1.1 CONTRACT TERM

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

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS 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 ePROCUREMENT FEE – NOT APPLICABLE TO THIS SOLICITATION

ATTENTION: The eProcurement fee does NOT apply to this solicitation.

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

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, 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 contract 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 non-responsive.

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	UNCG	September 29, 2026
Submit Written Questions	Vendor	October 7, 2026, by noon ET
Provide Responses to Questions	UNCG	On or about October 9, 2026 (Q&A Addendum will be posted in eVP if there are any questions)
Submit Bids in eVP	Vendor	October 15, 2026, before 2:00 PM ET
Virtual Bid Opening via Teams	UNCG	October 15, 2026, at 3:00 PM ET https://teams.microsoft.com/meet/244494221597780?p=x6cvsE6ZuDSdJl27vo Dial In: +1 336-790-7381 , 283718736#
Contract Award	UNCG	On or about November 1, 2026

2.5 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 lwkrise@uncg.edu by the date and time specified above. Vendors will enter "IFB # LK260901: Questions" as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB 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 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.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission 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>.

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 as the portal will close at exactly 2:00 PM ET.

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

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion. DO NOT ALTER THE FORMS.

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

- a) Title Page: Include the company's name and eVP Number
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned
- d) Vendor's Response [Sections 4.5, 4.6, 4.14 & 6.1]
- e) Completed version of ATTACHMENT: PRICING
- f) Completed version of ATTACHMENT: CUSTOMER REFERENCE TEMPLATE
- g) Completed version of ATTACHMENT: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT: EO50 VENDOR PRICE-MATCHING OPPORTUNITY, if applicable
- j) Completed version of ATTACHMENT: SUSTAINABILITY EFFORTS

2.8 ALTERNATE BIDS

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

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award(s) 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(s) to a single Vendor for all line items, 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 IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to

match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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 Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the 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 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 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 IFB, or inquiries directed to the procurement lead 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 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 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 State's 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: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT: PRICING and include in Vendor's response.

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

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: PRICING SUBMITTAL WORKBOOK 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 ESTIMATED QUANTITIES

No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or none during the contract period. The State reserves the right to purchase quantities as needed. The State will be responsible only for items requested and received.

4.3 PRODUCT IDENTIFICATION**MAKE AND MODEL**

Manufacturer's name and model/catalog numbers used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina 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. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s) in Facilities Operations Complex:

Facilities Operations, Attn: Gary Denny – 800 Oakland Ave, Greensboro, NC 27412

MRO Stores, Attn: Ross Rick – 806 Oakland Ave, Greensboro, NC 27412

Vendor should complete delivery within three (3) consecutive calendar days after receipt of a purchase order.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

4.6 AUTHORIZED RESELLER

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

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No **Attached Manufacturer's Authority:** ☐ Yes ☐ No

4.7 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty upon request from UNCG.

4.8 "PIGGYBACKING" BY AFFILIATED UNIVERSITY OF NORTH CAROLINA SYSTEM INSTITUTIONS

Any resulting contract may be utilized by the University and any affiliated University of North Carolina System institution (each an "Affiliate") which includes the following:

Appalachian State University	University of North Carolina at Chapel Hill
East Carolina University	University of North Carolina at Charlotte
Elizabeth City State University	University of North Carolina at Pembroke
Fayetteville State University	University of North Carolina at Wilmington
North Carolina Agricultural & Technical State University	University of North Carolina School of the Arts
North Carolina Central University	University of North Carolina System Office
North Carolina School of Science & Mathematics	Western Carolina University
North Carolina State University	Winston-Salem State University
University of North Carolina at Asheville	

Participation by an Affiliate Institution is strictly voluntary, and UNCG shall not be responsible for orders or payments for any Affiliate..

4.9 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. **References shall not be from UNCG.** In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar model of equipment offered. 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.

4.10 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.

4.11 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: 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.

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation shall be a Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00.

4.13 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.

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

4.15 SUSTAINABILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products. Complete ATTACHMENT: SUSTAINABILITY EFFORTS and include in Vendor's response.

5.0 PRODUCT SPECIFICATIONS

5.1 SCOPE OF SERVICES

Vendor shall provide and deliver all HVAC supplies stock requirements for the UNCG Facilities Operations Utilities department and MRO Stores as defined and listed herein, under a requirements-type indefinite-quantity contract. The items under the contract will be comprised of repetitive scheduled listed items which pricing is established as quoted on ATTACHMENT A: PRICING schedule and non-scheduled listed items which prices will be established at time of ordering. The items requested in ATTACHMENT A: PRICING represent a market basket of frequently purchased goods for the related commodity. The line item pricing provided shall be used to establish a firm fixed price for these respective goods, and listed pricing shall be used in the evaluation of cost proposals pursuant to Section 3.1 Method of Award.

A list of equipment purchased by MRO Stores in fiscal year 2025 has been provided at the following link: [Parts Purchased FY25.xlsx](#) Vendor to provide a discount in ATTACHMENT: PRICING that can be applied to these items when ordered via purchase order.

5.2 PERFORMANCE

Vendor will perform contract (e.g. provide delivery of supplies) so as to enable the University to centrally stock and issue items from the Utilities department and MRO Stores in an efficient and effective manner. The objective of the contract is to maintain

a sufficiently stocked level of HVAC supplies, based on the Utilities orders, which minimizes inventory, yet meets the demands of the Facilities Operations shops without disruption of workflow.

Vendor to have a well-stocked storefront within 25 miles of campus.

Vendor to visit the Facilities Operations Utilities shop weekly to inventory supplies and to inform the designated UNCG employee of what needs to be ordered to keep the stock level adequate. UNCG will review the order and if the Utilities department determines the supplies are needed and funds are available, an order will be placed with the Vendor by purchase order.

Vendor shall deliver items ordered directly to the location designated in the Facilities Operations complex.

Delivery standards shall be:

1. Stock shall be delivered within three (3) business days or less from the date of order.
2. Vendor shall notify the Utilities department of any stock backorder within 24 hours of order receipt. Backordered stock is subject to the approval of the Utilities department and may be otherwise procured by the University if the backorder delivery is determined unacceptable.
3. No minimum order quantities will be imposed (except as otherwise provided herein) nor upcharges (as related to minimum order quantities) may be imposed by the Vendor.
4. No item substitution(s) may be made without prior written approval of the Utilities department.

Note: Continued lack of timely delivery and/or continued unauthorized substitution may be considered as conditions for termination.

5.3 ORDERS

Consolidated orders will be placed by the Utilities department or MRO Stores on an as-needed basis prior to the close of the University business day. The minimum order shall be \$25. Vendor to have the capability of accepting these orders by voice and email.

5.4 STANDARD ORDERING FORM

To expedite the ordering process, the Vendor shall develop and provide the University in sufficient quantity a standard ordering form for items in ATTACHMENT: PRICING which will be used by the Utilities department for the duration of the contract. Vendor shall include UNCG numbers on this form. UNCG will provide the Vendor with the UNCG number of all HVAC supplies normally stocked after award of the contract and prior to UNCG placing any orders.

5.5 SUBSTITUTIONS

When an item listed is not available without backordering, the Vendor may offer a substitute item for approval by the Utilities department. Such a substitute item will provide the same performance and have the same generic product qualities as the listed item. The Vendor shall advise the University of the possible use of a substitute item no later than the next business day following receipt of an order. The University may refuse a substitute item in preference for the listed item.

5.6 NO STATE TERM CONTRACT ITEMS

Items ordered under this contract shall not consist of State Term Contract items nor any equipment.

5.7 NON-EXCLUSIVITY

The University reserves the right to go outside the contract to purchase items (1) which backorder delivery is determined unacceptable; (2) when an item is needed in an emergency and Vendor cannot provide immediately; or (3) where the quantity

ordered may justify a larger discount than that offered under the solicitation issued by the University. Any resulting contract shall not be exclusive, and the University reserves the right to purchase the same or similar items from other Vendors at any time, at the sole discretion of the University.

5.8 CERTIFICATION AND SAFETY LABEL

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.

5.9 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

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 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.

6.3 ACCEPTANCE OF WORK

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

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.

6.4 INVOICES

Vendor shall invoice UCG Facilities Operations. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide UCG Facilities Operations with an invoice for each order. Invoices shall include detailed line-item information to allow UCG Facilities Operations to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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 ACCEPTED.

6.5 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 UCG'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.

6.6 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.

6.7 PRICE ADJUSTMENT

Prices proposed by the Vendor shall be firm against any increase for three hundred and sixty-five (365) days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the UNCG Facilities Operations Utilities representative, 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 University 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 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.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the University 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*****

ATTACHMENT: PRICING

Download, complete and return the Pricing associated with this IFB, which can be found at the following links:

Excel file: [ATTACHMENT PRICING.xlsx](#) OR PDF file: [ATTACHMENT PRICING.pdf](#)

ATTACHMENT: INSTRUCTIONS TO VENDORS

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

<https://www.doa.nc.gov/pandc/onlineforms/north-carolina-instructions-vendors/open>

ATTACHMENT: NORTH CAROLINA GENERAL TERMS AND CONDITIONS

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

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT: CUSTOMER REFERENCE TEMPLATE

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

<https://www.doa.nc.gov/pandc/onlineforms/attachmentcustomer-reference-template/open>

ATTACHMENT: CERTIFICATION OF FINANCIAL CONDITION

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

<https://www.doa.nc.gov/pandc/onlineforms/attachmentcertification-financial-condition/open>

ATTACHMENT: LOCATION OF WORKERS UTILIZED BY VENDOR

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

<https://www.doa.nc.gov/pandc/onlineforms/attachmentlocation-workers-utilized-vendor/open>

ATTACHMENT: SUSTAINABILITY EFFORTS

Complete and return the Sustainability Efforts, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/attachmentsustainability-efforts/open>

ATTACHMENT: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/attachmentvendor-request-eo50-price-matching/open>

*****FAILURE TO RETURN THE REQUIRED ATTACHMENTS MAY ELIMINATE YOUR RESPONSE FROM FURTHER CONSIDERATION*****