



STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Invitation for Bid #: 52-IFB-1656720984-JJC

GENERATOR PREVENTATIVE MAINTENANCE – VARIOUS INSTITUTIONS

Date of Issue: August 13, 2025

Bid Opening Date: September 4, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Jeffrey Just

Procurement Specialist III

Email: jeffrey.just@dac.nc.gov

Phone: 919-906-0879



STATE OF NORTH CAROLINA

Invitation for Bid

52-IFB-1656720984-JJC

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 may subject your bid 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://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA
DEPARTMENT OF ADULT CORRECTION**

<p>Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead (Jeffrey Just) through the Message Board in the Sourcing Tool.</p>	<p>Invitation for Bid #: 52-IFB-1656720984-JJC</p>
	<p>Bids will be publicly opened: Thursday, September 4, 2025, at 2:00PM</p> <p>Microsoft Teams Need help? Join the meeting now Meeting ID: 289 563 590 297 7 Passcode: Vt9xs22q</p>
	<p>Dial in by phone +1 984-204-1487,,805534643# United States, Raleigh Find a local number Phone conference ID: 805 534 643# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 111 153 361 7 More info</p>
<p>Using Agency: NC DAC – Various Institutions Requisition No.: RQ182241</p>	<p>Commodity No. and Description: 721543 - Motive and electrical power generation equipment maintenance and repair services</p>

EXECUTION

In compliance with this Invitation for Bid (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),
- 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 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 IFB, 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 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 Ariba Sourcing Tool.

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

Bid Number: 52-IFB-1656720984-JJC

Vendor: _____

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:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) 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 IFB.

ACCEPTANCE OF BIDS

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.

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of the Department of Adult Correction)</p>

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to establish an Agency Contract to provide Preventive Maintenance (PM) services for various generator types located at correctional institutions, treatment centers, and administrative offices under direction of the North Carolina Department of Adult Correction (DAC).

BACKGROUND

The Department of Adult Correction (DAC) operates generators at all DAC facilities listed in this solicitation, which vary in manufacturer, size, capacity, complexity, and function. The Department requires qualified service providers in meeting inspection, testing and preventive maintenance requirements for generators at the sites designated herein. The DAC currently utilizes a preventive maintenance contract for generators operated within correctional facilities and institutions across the state of North Carolina.

It is the intent of The DAC to enter into a Contractual Agreement with a qualified vendor(s) who can provide an all-inclusive preventive maintenance service, to include generator inspections and/or examinations, lubrications, testing, cleaning, adjustments and all minor repairs required to maintain adequate operation of generator equipment.

It is also the intent of this IFB to ensure accountability between the awarded Vendor(s) and the Maintenance Departments of DAC as it relates to pertinent documentation and record keeping of work performed at the correctional facility.

1. Supervisor/Manager/Staff Member. The record/service ticket should encompass the date, time, type of service or repair, part or material replacement if applicable. The vendor(s) shall obtain a signature of the DAC Maintenance Supervisor/Manager/Staff Member acknowledging work completed before leaving the facility.
2. The DAC Facility shall have a Maintenance Supervisor/Manager or their appropriate staff to be responsible for ensuring the vendor’s technician has performed the required preventive maintenance work and/or work performed against a service repair call according to the awarded contract and attests to the same by their signature on the Vendor’s service ticket or report record.
3. The DAC Facility Maintenance Department shall keep a record /signed service ticket copy on all pertinent preventive maintenance work performed; the record should include the date, time, and service performed during the PM visit. The Maintenance Supervisor/Manager/Staff Member should concur against performed preventive maintenance work by the vendor as it relates to standards set in Section 5.3 PREVENTATIVE MAINTENANCE OPERATIONAL DUTUES of this IFB.

A current list and a detailed description of generators by correctional facility-location to be maintained under this proposal/contract are provided in this IFB. **(Reference ATTACHMENT J: List of Standby Generators at DAC Institutions)** However, it will be the participating vendor’s responsibility to understand, evaluate and assess generator equipment at each facility listed before they submit their bid.

To facilitate the bidding process and agency control, **DAC facilities with generators to be covered under this IFB have been divided into four (4) geographic areas-regions: Western, South Central, Central and Eastern. Vendors responding to this IFB shall bid complete areas only and may bid on one (1) complete region or or more of the regions listed.** For bidding purposes, **a region shall not be split.** All generators in a particular region must be covered, none may be excluded.

The DAC reserves the right to add or delete equipment during the term of the contract and further reserves the right to add or delete equipment locations and facilities in the same geographic region upon (30) days written notice to the Vendor throughout the term of the contract to include any extensions.

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

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

1.1 CONTRACT TERM

The Contract shall have an initial term beginning on the date of final Contract execution (the “Effective Date”) and ending on June 30, 2026.

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.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may 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/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of 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 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 bid or otherwise. 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 during 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	State	August 13, 2025
Hold Urged and Cautioned Site Visit	State	On or before August 25, 2025
Submit Written Questions	Vendor	August 27, 2025, by 4:00PM ET
Provide Response to Questions	State	August 29, 2025
Submit Bids	Vendor	September 4, 2025, 2:00PM - ET
Contract Award	State	TBD

2.5 URGED AND CAUTIONED SITE VISIT

Instructions: Vendor representatives are **URGED and CAUTIONED** to schedule a site visit at any of those facilities (*service site*) listed in this document and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. **Site visits should be scheduled prior to August 25, 2025.** Site visits may be scheduled by contacting:

David W. Buchanan
Director of Maintenance Operations
NC Department of Adult Correction
Support Services/Division of Engineering, Construction, and Maintenance (DECM)
Phone: 919-280-7156
Email: David.buchanan@dac.nc.gov

Submission of a bid shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

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

2.6 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “**IFB # 52-IFB-1656720984-JJC – Questions**” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum 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 the IFB and an addendum to this IFB.

2.7 BID 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 bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. The vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures 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.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

- c) Vendor’s Response. 4.10 Preventative Maintenance and Delivery; 4.11 Authorized Service Provider; Section 6.1 Contract Manager; **The Vendor shall provide with its bid response a signed statement from the manufacturer confirming authorization to work on listed equipment contained in ATTACHMENT J**
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) ATTACHMENT I: ALCOHOL/DRUG FREE WORKPLACE POLICY
- j) ATTACHMENT J: LIST OF STANDBY GENERATORS AT DAC INSTITUTIONS

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid 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 # 52-IFB-1656720984-JJC [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, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a. **APM:** Annual Preventative Maintenance
- b. **SAPM:** Semi-Annual Preventative Maintenance

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 an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in 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, the State reserves the right to make separate awards to different Vendors for one or more regions, to not award one or more region, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s 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 purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject all offers at any time if such a 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 is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. 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 electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged 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 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 upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

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

4.3 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.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool 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. 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 Bid.

4.6 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors

or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.7 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 bid 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.

4.8 VENDOR'S REPRESENTATIONS

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

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.10 AUTHORIZED SERVICE PROVIDER

The Vendor shall be authorized by the manufacturer to service the products and/or maintenance offered in this IFB. **The Vendor shall provide with its bid response a signed statement from the manufacturer confirming authorization.** Failure to provide the statement may constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

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5.0 SCOPE OF WORK

5.1 GENERAL

1. **Preventive Maintenance (PM) duties shall be performed on each generator covered by this Agreement, at least TWICE ANNUALLY, to include both inspections and tests on each generator listed at each site location.**
2. The Vendor(s) service technicians shall make arrangements with the site Maintenance Supervisor/Manager to perform all PM, inspections and testing during normal business hours (i.e., 8:00 a.m. to 5:00 p.m. Eastern Standard Time), Monday through Friday. No preventive maintenance visits shall be scheduled on State holidays.
3. The Vendor(s) shall notify the facility manager and maintenance manager at least (24) hours prior to the planned arrival of service technician at the correctional facility site. Depending upon the physical location of the generator(s) within the prison compound, the facility manager or designee will provide directions and advise the service technician if an escort is required. The Facility Manager or his designee will also advise the technician concerning any prohibitions against certain tools and equipment, if applicable. The Facility Maintenance Supervisor/Manager will designate someone to observe and monitor the work of the vendor's service technician.
4. Vendor(s) shall warrant and agree that all service technicians performing services pursuant to this Agreement will be trained for the service they are to perform. The vendor shall further warrant and agree that all service technicians will be honest and trustworthy. Service technicians who have felony convictions shall not be permitted to perform preventive maintenance services described in this agreement.
5. Vendor(s) shall furnish complete and comprehensive written documentation of all findings, actions taken, and recommendations made for each generator covered by this Agreement. Documentation is to be signed by the Maintenance Supervisor of the serviced facility (or his/her designee) and submitted with the corresponding invoice for reimbursement.
6. Service technicians shall provide the Corrections officer-in-charge, Maintenance Supervisor/Manager, or other designee at each site a written report of all findings on each generator, together with any recommendations as to additional or future service work or replacement parts needed. Also, a copy of each written report is to be sent to: **Facility Maintenance Manager, 840 W. Morgan Street, MSC 4282, Raleigh, N.C. 27699-4282**
7. The Vendor shall provide all necessary safety measures for the protection of all persons on or about the work area. The Vendor shall clearly mark or post signs warning of hazards existing; protect against damage or injury resulting from falling materials, maintain all protective devices and signs throughout the progress of the work.
8. The awarded Vendor(s) shall issue a record of work performed during each site visit to the Maintenance Supervisor/Manager/Staff Member. The record should encompass the date, time, type of service or repair, part or material replacement if applicable. The Vendor shall obtain a signature from the Supervisor/Manager/Staff Member acknowledging work completed before leaving the facility.
9. The Vendor shall abide by the rules and regulations of the North Carolina Department of Public Safety and by the orders of the correctional officers while within the confines of all correctional facilities.
10. With the assistance of the correctional officers, the Vendor shall use appropriate means to ensure that all tools, supplies, materials, and equipment are safeguarded against acquisition by unauthorized personnel. Tools classified by the N.C. Department of Public Safety as hazardous are *Ladders, Jacks, Hacksaw Blades, Pipe Wrenches, Knives, Metal Cutting Equipment, Wire Cutters, Files, Cutting Torches and Cutting Tips, Pipe Cutters and Bolt Cutters, Axes/Emery Wheels and Drill Bits, Portable Grinders or Similar Machines.*
11. The Vendor must understand that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy shall result in immediate termination of this contract for cause. The Vendor is to abide by the Department of Adult Correction's Alcohol/Drug Free Workplace Policy (see ATTACHMENT I: ALCOHOL AND DRUG FREE WORKPLACE POLICY)

5.2 DEFINED COST

The successful Bidder shall perform a customized preventive maintenance, inspection and testing program for the generator equipment listed in this IFB based on the requirements specified herein, equipment operating conditions and manufacturer guidelines. As mentioned earlier, generator covered by this agreement can vary in size, capacity, age, and complexity. Therefore, the number of items on the vendor's Preventive Maintenance check list and the amount of time required completing the inspection, testing, and preventive maintenance may vary. See ATTACHMENT J: List of Standby Generators at DAC Institutions. Defined costs are as follows:

A. Cost of Scheduled Routine Preventive Maintenance: A fixed yearly price for work performed, including Labor (*i.e. lubrications, cleaning, adjustment, testing and inspections*) as a result of normal wear and tear of the equipment (Reference Section 5.3 PREVENTATIVE MAINTENANCE OPERATIONAL DUTIES)

NOTE: This service should be performed two (2) times a year during normal business hours. The Vendor(s) service technicians shall make arrangements with the site Maintenance Supervisor/Manager to perform all PM(s), inspections and testing during normal business hours, i.e., 8:00 a.m. to 5:00 p.m. - Eastern Standard Time, Monday through Friday. No visits for preventive maintenance should be scheduled on holidays or weekends.

B. Cost of Minor Repair: Replacement Parts, Materials or Fluids, plus Labor (where total is UNDER \$2,500.00) outside of the normal and reasonable preventive maintenance schedule of duties (reference Section 5.3 PREVENTATIVE MAINTENANCE OPERATIONAL DUTIES) needed to resolve a service call or required during scheduled Preventive Maintenance visits, not specifically mentioned in this document, the vendor agrees to furnish and replace those parts and materials, **at the vendor’s cost of the parts and materials.**

C. Cost of Major Repair: Replacement Parts, Materials or Fluids, plus Labor (where total exceeds \$2,500.00) outside of the normal and reasonable preventive maintenance schedule of duties (reference Section 5.3 PREVENTATIVE MAINTENANCE OPERATIONAL DUTIES) needed to resolve a routine service call. **Those scenarios will not be included in this IFB- Contract. Scenarios such as this will require an e-procurement requisition by the pertinent Facility to DPS Purchasing for processing, quoting and sourcing to a low bidder.**

D. Emergency Repair Option: If the Major Repair scenario warrants an **EMERGENCY REPAIR** (*i.e. generator equipment becomes defective late Friday afternoon, and the generator must regain service immediately or ASAP,*), then the Correctional facility has the option of obtaining the repair and paying the vendor via the CNTR-005 process rather than the e-procurement requisition process.

E. LABOR RATES DEFINED: It is the intent of this Invitation for Bid to receive from offerors a cost associated with a labor rate for worked performed during standard and non-standard hours. Costs for labor should be offered into (3) main categories and should include any travel expense:

- **Standard hour rate (Monday through Friday - 8:00 am to 5:00 pm)**
- **Non-Standard hour rate (Monday through Friday after 5:00 pm)**
- **Week-end hour rate (Saturday or Sunday - any hours)**
 1. **Note: Non-standard or Week-end labor rates should only be applied under the ‘Minor Repair’ or ‘Emergency Repair Option’ scenario stated previously above.**
 2. **Note: Labor charges should not be multiplied due to having additional Vendor technicians involved with a repair at facility work site to service generator equipment; there should be one charge for labor per service call.**

Note: A non-standard hour rate should not be applied if a ‘reasonable service’ repair begins before the 5:00 pm timeframe and does not reach completion/resolution until after the 5:00 pm timeframe. Should this scenario present itself, the ‘reasonable service’ criteria situation should be reviewed upfront (before the repair work begins) and mutually agreed on by the Vendor and the Facility Maintenance Supervisor/Manager.

5.3 PREVENTATIVE MAINTENANCE OPERATIONAL DUTIES

The preventative maintenance program of the successful offeror shall include all of the services specified herein and all actions, activities and check points recommended by each individual generator manufacturer.

If the equipment manufacturer’s preventive maintenance checklist recommends or suggests Replacement of Parts, Materials, or Fluids; such parts; those parts, materials or fluids shall be replaced on the recommended schedule and the costs for such replacements shall be included in the vendor’s price proposal.

Contractor shall not replace any parts or perform other labor not specifically called for in this Invitation for Bid without prior approval and a signed authorization from appropriate site officials

Vendors shall furnish all tools, test equipment, and other materials required to perform Preventive Maintenance, inspection and testing. All prices quoted shall include vendor’s time, costs of all covered parts and materials, travel costs to and from the sites, and any other expenses the vendor expects to incur.

The Preventive Maintenance Service Program services shall include, but not be limited to the following:

1. Visually inspect site and equipment. Make written notes about the condition of all equipment and adjacent areas with respect to excessive or normal wear, neglect, suitability of equipment for its intended use, location, general appearance and safety considerations.
2. Check output voltage and frequency readings reflected on the appropriate control panel meters and gauges. Verify the accuracy of these readings with a vendor-supplied voltmeter or other appropriate instrument(s).
3. Check and/or adjust ignition system components (points, condensers, and spark plugs), carburetor, governor, battery charge rate, and generator brushes. Clean air and fuel filters, battery, cooling system, exhaust system, including condition of belts and hoses, and/or any parts essential to the operation of the unit. If diesel-powered, check out diesel fuel system elements.
4. Start the generator engine and allow it to operate for 20-30 minutes. Do not operate the engine under load conditions unless permission is received from the facility manager, the maintenance supervisor, or another facility manager designee.
5. While generator engine is turning, visually check and record/document operating conditions (*oil pressure, water temperature, charge rate, engine, alternator, and general operating conditions*).
6. Other preventive maintenance (PM), inspection or test action(s) to be taken include the following, **when required by need, manufacturer recommendation or requested by the Correctional Facility:**
 - A. Routine cleaning, adjusting or replacing all spark plugs
 - B. For diesel engines, injectors shall be checked shall be performed per manufactures' recommendations. All replacement parts, oil and grease shall be provided and replaced/changed in compliance with manufacturer recommendations for each specific generator.
 - C. Adjust and clean ignition condensers and points. Replace when required by need, manufacturer recommendation or Department request. Check timing. Set timing when necessary.
 - D. Inspect fuel tanks and lines for excessive sludge or rust and clean all fuel filters and sediment bowls.
 - E. **OIL CHANGE:** On an annual basis, lubricate all equipment, Change Crankcase oil and filter, using filters, oil and grease recommended by equipment manufacturers. **Additional Oil Changes:** As just stated, the oil changes should be performed once a year unless the generator has been subjected to long-term times associated with an extended power outage. It will be the responsibility of the Facility Maintenance Staff to notify the Vendor if additional oil change is required.
 - F. Check all equipment for fuel, coolant or water leaks.
 - G. Check the condition of batteries and document any action necessary for recharging or replacing.
 - H. Clean and refill air cleaner or change the elements as required.
 - I. Check brushes on generator for proper setting and operation. Replace as required by need, manufacturer recommendation or correctional facility request.
 - J. Check all control panel instruments for proper operation.
 - K. Clean commutator and slip rings per manufacturer's recommendations.

5.4 RESPONSIBILITIES OF DAC FACILITY

1. Provide the Vendor access to the work sites.
2. The DAC Facility shall provide Maintenance Supervisors/Manager or their appropriate staff and/or a Correctional Officer to accompany the Vendor's technicians while at the facility at all times, to include while generator equipment is being repaired/serviced.
3. The DAC Facility shall have a Maintenance Supervisor/Managers, or their appropriate staff be responsible for ensuring the vendor's technician has performed work against a service call according to the contract and attests to the same by their signature on the Vendor service ticket or report.
4. The DAC Facility shall have a Maintenance Supervisor/Managers, or their appropriate staff be responsible for insuring the vendor's technician has performed the required Preventive Maintenance work (Reference section 5.3 PREVENTATIVE MAINTENANCE OPERATIONAL DUTIES) according to the contract and attests to the same by their signature on the Vendor service ticket or report.
5. The DAC Facility Maintenance Department shall keep a record /signed service ticket on all pertinent preventive maintenance work performed; record should include the date, time, and service performed during the PM visit. The Maintenance Supervisor/Manager or appropriate staff should concur against work performed as it relates to Section 5.3 PREVENTATIVE MAINTENANCE OPERATIONAL DUTIES of this IFB.
6. Reimburse the Vendor for work performed in accordance with the contract, accepted and approved for payment by the DAC.

5.5 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. 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.

DAC Contract Manager: Name: Jeffrey Just
 Phone: 919-866-3669 (office)
 919-906-0879 (cell)
 Email: jeffrey.just@dac.nc.gov

6.1 CONTRACT MANAGER

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:	

6.2 CONTINUOUS IMPROVEMENT

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

6.3 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 Contract Manager

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 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 three (3) 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.

6.5 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 the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

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

6.6 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 done through the contract administrator.

6.7 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

6.8 DAC ADDITIONAL TERMS

1. **ALCOHOL/DRUG FREE WORKPLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
2. **PREA:** The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to

engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@dac.nc.gov, or the DAC PREA office at (919) 825-2754.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

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ATTACHMENT A: PRICING FORM

Vendor shall furnish all necessary parts, labor, transportation, equipment, tools, materials and supplies as may be required to Contract to provide Preventive Maintenance (PM) services in accordance with the Scope of Work and terms and conditions provided herein.

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items and or preventive maintenance services for the generator equipment listed in this document. All prices quoted shall include costs of all covered parts and materials under standard preventive maintenance, vendor's time travel costs to and from the sites (*labor rate*), and any other expenses the vendor expects to incur. **Vendors shall provide pricing for all locations in a specific Region.**

REGIONAL TOTAL PRICE shall equal the TOTAL PRICES for all locations listed in that Region.

SEE ATTACHMENT J: LIST OF STANDBY GENERATORS AT DAC INSTITUTIONS

Item #	EASTERN REGION LOCATIONS	APM	SAPM	TOTAL PRICE
1	Bertie Correctional Institution	\$	\$	\$
2	Carteret Correctional Center	\$	\$	\$
3	Coastal Regional Office	\$	\$	\$
4	Craven Correctional Institution	\$	\$	\$
5	Eastern Correctional Institution	\$	\$	\$
7	Greene Correctional Institution	\$	\$	\$
8	Hyde Correctional Institution	\$	\$	\$
9	Johnston Correctional Institution	\$	\$	\$
11	Maury Correctional Institution	\$	\$	\$
13	Neuse Correctional Institution	\$	\$	\$
14	Pamlico Correctional Institution	\$	\$	\$
15	Pasquotank Correctional Institution	\$	\$	\$
17	Roanoke River Correctional Institution	\$	\$	\$
18	Roanoke River Min. CI (Tillery CC)	\$	\$	\$
19	Tyrell Correctional Institution	\$	\$	\$
	EASTERN REGION TOTAL	\$	\$	\$

EASTERN REGION \$_____ Total / Year for scheduled preventive maintenance performed.

(Price includes your Standard labor rate @ \$_____/hour)

Item #	CENTRAL REGION LOCATIONS	APM	SAPM	TOTAL PRICE
1	Anson Correctional Institution	\$	\$	\$
2	Brown Creek Correctional Institution	\$	\$	\$
4	Caswell Correctional Center	\$	\$	\$
5	Central Prison	\$	\$	\$
7	Dan River Prison Work Farm	\$	\$	\$
8	DART Cherry Program	\$	\$	\$
9	DOP Randall Building	\$	\$	\$
11	Franklin Correctional Center	\$	\$	\$
12	Granville Correctional Institution	\$	\$	\$
13	Harnett Correctional Institution	\$	\$	\$
14	Nash Correctional Institution	\$	\$	\$
15	NC Corrections-Enterprise Warehouse	\$	\$	\$
16	NCCIW	\$	\$	\$
17	NCCIW Health Care Facility	\$	\$	\$
18	Orange Correctional Center	\$	\$	\$
19	Randolph Correctional Center	\$	\$	\$
20	Western Correctional	\$	\$	\$
21	Wake Correctional Center	\$	\$	\$
23	Warren Correctional Institution	\$	\$	\$
	CENTRAL REGION TOTAL	\$	\$	\$

CENTRAL REGION \$ _____ Total / Year for scheduled preventive maintenance performed.

(Price includes your Standard labor rate @ \$ _____/hour)

Item #	SOUTH CENTRAL REGION LOCATIONS	APM	SAPM	TOTAL PRICE
1	Albemarle Correctional Institution	\$	\$	\$
2	Columbus Sewing Plant	\$	\$	\$
3	Lumberton Correctional Institution	\$	\$	\$
4	Richmond Correctional Institution	\$	\$	\$
5	New Hanover Correctional Institution	\$	\$	\$
6	Pender Correctional Institution	\$	\$	\$
7	Roberson CRV	\$	\$	\$
8	Sampson Correctional Institution	\$	\$	\$
9	Sanford Correctional Center	\$	\$	\$
10	Scotland Correctional Institution	\$	\$	\$
11	Southern Correctional Institution	\$	\$	\$
12	Tabor Correctional Institution	\$	\$	\$
	SOUTH CENTRAL REGION TOTAL	\$	\$	\$

SOUTH CENTRAL REGION \$_____ Total / Year for scheduled preventive maintenance performed.
 (Price includes your Standard labor rate @ \$_____/hour)

Item #	WESTERN REGION LOCATIONS	APM	SAPM	TOTAL PRICE
1	Alexander Correctional Institution	\$	\$	\$
3	Avery Mitchell Correctional Institution	\$	\$	\$
4	Caldwell Correctional Center	\$	\$	\$
5	Catawba Correctional Center	\$	\$	\$
6	Craggy Correctional Center	\$	\$	\$
7	Davidson Correctional Center	\$	\$	\$
9	Foothills Correctional Institution	\$	\$	\$
10	Forsyth Correctional Center	\$	\$	\$
11	Gaston Correctional Center	\$	\$	\$
12	Lincoln Correctional Center	\$	\$	\$
13	Marion Correctional Institution	\$	\$	\$
14	Mountain View Correctional Institution	\$	\$	\$
15	Piedmont Correctional Institution	\$	\$	\$
16	Rutherford Correctional Center	\$	\$	\$
17	Wilkes Correctional Center	\$	\$	\$
	WESTERN REGION TOTAL	\$	\$	\$

WESTERN REGION \$_____ Total / Year for scheduled preventive maintenance performed
 (Price includes your Standard labor rate @ \$_____/hour)

- Minor Repair: Replacement Parts, Materials or Fluids, plus Labor (where total is UNDER \$2,500.00) outside of “normal wear and tear”** and outside of the normal and reasonable preventive maintenance schedule of duties needed to resolve a service call or required during scheduled Preventive Maintenance visits, not specifically mentioned in this document, the vendor agrees to furnish and replace other parts and materials, **at a percentage discount rate from the list price of parts and labor _____% Discounted**

AND

- **At a Standard labor rate @ \$_____/hour**
- **At a Non-Standard labor rate @ \$_____/hour**
- **At a Week-End labor rate @ \$_____/hour**

Major Repair: Replacement Parts, Materials or Fluids, plus Labor (where total exceeds \$2,500.00) outside of “normal wear and tear” and outside of the normal and reasonable preventive maintenance schedule of duties needed to resolve a routine or emergency service call. **Those scenarios will not be included in IFB- Contract. Those scenarios will require an e-procurement requisition by the pertinent Facility to DPS Purchasing for processing, quoting, and sourcing to a low bidder.**

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation. The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? Yes _____ No _____

If yes, provide Vendor #: _____

If no, does Vendor qualify for certification as HUB? Yes _____ No _____

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation?

Yes _____ No _____

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES - NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

It is the policy of the Department of Adult Correction to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Adult Correction, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Adult Correction are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Adult Correction utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

ATTACHMENT J: LIST OF STANDBY GENERATORS AT DAC LOCATIONS

Attachment J: List of Standby Generators at DAC Locations can be found in the Ariba Sourcing Tool. This Attachment will provide information on all equipment covered by this IFB and which Institution the generator is located.