



STATE OF NORTH CAROLINA

Durham Technical Community College

Request for Quote #: 94-23-1018

Building #1 Emergency Generator Replacement

Date Issued: 09/13/2024

Quote Due Date: 09/30/2024

At 3PM ET

Direct all inquiries concerning this RFQ to:

Christian Arestegui Barba
Procurement Specialist

Email: aresteguibarbac@durhamtech.edu

Phone: 919-560-7200 ext.1004



STATE OF NORTH CAROLINA

Request for Quote

94-23-1018

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

Vendor Name

Vendor eVP #

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Division of Durham Technical Community College

Refer <u>ALL</u> Inquiries regarding this RFQ to: Christian Arestegui Barba 1637 E. Lawson St Durham, NC 27703	Request for Quote # 94-23-1018	
	Quotes will be opened: 09/13/2024	
Using Agency: <i>Durham Technical Community College</i>	Commodity No. and Description: 261116 – Power Generator	
Requisition No.:		

EXECUTION

In compliance with this Request for Quote (RFQ), 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 Quote, at the prices set opposite each item within the time specified herein.

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

- this Quote 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 Quote, 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 RFQ, 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 Quote response to the RFQ, 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 Quote, 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 quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes 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:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Quote Number: 94-23-1018

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of quote due date, 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 RFQ.

QUOTE ACCEPTANCE

If your quote is accepted, all provisions of this RFQ, 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 *Durham Technical Community College*)

1.0	PURPOSE AND BACKGROUND	5
2.0	GENERAL INFORMATION.....	5
2.1	REQUEST FOR QUOTE DOCUMENT	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS.....	5
2.4	RFQ SCHEDULE	5
2.5	SITE VISIT or PRE-BID CONFERENCE	5
2.6	QUESTIONS ABOUT QUOTE.....	6
2.7	QUOTE SUBMITTAL.....	6
2.8	QUOTE CONTENTS	7
2.9	ALTERNATE QUOTES	7
3.0	METHOD OF AWARD AND QUOTE EVALUATION PROCESS	8
3.1	METHOD OF AWARD.....	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	8
3.3	PERFORMANCE OUTSIDE THE UNITED STATES	8
3.4	INTERPRETATION OF TERMS AND PHRASES	9
4.0	REQUIREMENTS.....	9
4.1	PRICING	9
4.2	PRODUCT IDENTIFICATION.....	9
4.3	TRANSPORTATION AND IDENTIFICATION	9
4.4	DELIVERY AND INSTALLATION	10
4.5	AUTHORIZED RESELLER.....	10
4.6	WARRANTY	10
4.7	MAINTENANCE OPTION	11
4.8	HUB PARTICIPATION.....	11
4.9	REFERENCES	11
4.10	VENDOR'S REPRESENTATIONS	11
4.11	FINANCIAL STABILITY	11
4.12	AGENCY INSURANCE REQUIREMENTS MODIFICATION	11
4.13	LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS	12
5.0	PRODUCT SPECIFICATIONS	12
5.1	SPECIFICATIONS.....	12
5.2	CERTIFICATION AND SAFETY LABELS.....	12
5.3	DEVIATIONS.....	13
6.0	CONTRACT ADMINISTRATION.....	13
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE.....	13
6.2	CONTINUOUS IMPROVEMENT	13
6.3	ACCEPTANCE OF WORK	13
6.4	INVOICES	14
6.5	DISPUTE RESOLUTION.....	14
6.6	PRODUCT RECALL.....	14
6.7	CONTRACT CHANGES	14

7.0 ATTACHMENTS 15

ATTACHMENT A: PRICING..... 15

ATTACHMENT B: INSTRUCTIONS TO VENDORS 15

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS 15

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION 15

ATTACHMENT E: CUSTOMER REFERENCE FORM 15

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR 15

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION 15

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING..... 15

ATTACHMENT I: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS 16

1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is to obtain pricing from Vendors to furnish, deliver, and install a 130 KW/162.5 KVA 120/208 V 400 Amp Emergency Generator to replace the existing generator.

The intent of this solicitation is to award an Agency Contract (one-time purchase).

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

2.3 NOTICE TO VENDORS REGARDING RFQ 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 RFQ 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 RFQ.

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 quote. This applies to any language appearing in or attached to the document as part of the Vendor's quote that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's quote 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 RFQ 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's quote as nonresponsive.

2.4 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	State	September 13, 2024 12:00PM
Hold Pre-Bid Conference/Site Visit	State	September 20, 2024 10:00AM
Submit Written Questions	Vendor	September 25, 2024 3PM EST
Provide Responses to Questions	State	September 27, 2024 3PM EST
Submit Quotes	Vendor	September 30, 2024, 3PM EST
Contract Award	State	October 16, 2024, 5PM EST
Contract Effective Date	State	TBD

2.5 SITE VISIT or PRE-BID CONFERENCE

Mandatory Site Visit

Date: 20/09/2024
 Time: 10:00AM Eastern Time
 Location: 1637 E. Lawson Street
 Building 1
 Durham, NC, 27703
 Contact #: 919-943-0187

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

The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this RFQ. Vendors shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFQ.

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

2.6 QUESTIONS ABOUT QUOTE

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

Written questions shall be e-mailed to aresteguibarbac@durhamtech.edu by the date and time specified above. Vendors will enter "RFQ # 94-23-1018: Questions" as the subject for the email. Question submittals will include a reference to the applicable RFQ section and be submitted in a format shown below:

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

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

2.7 QUOTE 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 quote has been received as described in this RFQ by the specified time and date of opening. The date and time of receipt will be marked on each quote when received. Any quote or portion thereof received after the quote submission deadline will be rejected.

Quotes may be submitted via electronic means, including but not limited to email, in response to this Request for Quote: aresteguibarbac@durhamtech.edu Submission by any means shall include this RFQ, as provided in section 2.8.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion,

having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed quote physically in this Office by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each quote when received, and any quote received after the submission deadline will not be accepted or evaluated. Quotes, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

2.8 QUOTE CONTENTS

Vendors shall populate all attachments of this RFQ 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 quote, in the State's sole discretion

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

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Quote Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFQ.
- d) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- e) Vendor Response *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE QUOTES

Unless provided otherwise in this RFQ, Vendor may submit alternate quotes for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate quotes must specifically identify the RFQ requirements and advantage(s) addressed by the alternate quote. Any alternate quote, in addition to the marking described above, must be clearly marked with the legend: "Alternate Quote # ____". Each quote 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 quote. Each quote must be complete and independent of other quotes offered.

3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, 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 RFQ is to award a Contract(s) to a single Vendor for all line, 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 RFQ 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 H: 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 quotes received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 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 RFQ, 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

3.4 INTERPRETATION OF TERMS AND PHRASES

This RFQ 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 quotes 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 RFQ. Except as specifically stated in the RFQ, 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 quote in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a quote, 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 RFQ. 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 quote, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Quote Questions Section above.

4.1 PRICING

Quote 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 A: PRICING FORM and include in Vendor's response.

4.2 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

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

Vendor provided Generator must be equal to 130 KW/162.5 KVA 120/208 V 400 Amp. Accepted Generator Manufactures include Cummins, Caterpillar, MTU, Kohler and Generac.

4.3 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 quote 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.

4.4 DELIVERY AND INSTALLATION

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

1637 E. Lawson Street, Durham, N.C. 27703

Bldg. 1

Vendor shall complete delivery within 30 consecutive calendar days after receipt of purchase order.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

Vendor shall contact Campus Police Public Safety upon shipment arrival to assist with traffic at 919-536-7200 x5555.

4.5 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this RFQ. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the agency. 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

4.6 WARRANTY

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

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

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

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

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.7 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and those of this RFQ. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am ET to 5:00 pm ET, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this RFQ, if applicable.

4.8 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 RFQ 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.

4.9 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact 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 quote.

4.10 VENDOR'S REPRESENTATIONS

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

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☒ Small Purchases

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

☐ Contract value in excess of \$1,000,000.00

4.13 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

This purpose for this project is to replace (1) existing Emergency Generator.

The existing Generator has multiple mechanical issues and is not reliable. This Generator supplies power in the event of an emergency to our data center located in White Building #1 Suite 164.

The selected Vendor will be required to remove existing Generator and dispose of off campus. Purchase, deliver, and connect new Generator to existing transfer switch and power source. Replacement generator is to be equal to existing generator.

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

<i>Item #</i>	<i>Specifications</i>
1	130 KW/162.5 KVA 120/208 V 400 Amp Emergency Generator

VENDOR'S RESPONSE

<i>Item #</i>	<i>Specifications</i>	Product/Service Offered Meets Specification
		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> YES <input type="checkbox"/> NO

5.2 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination

listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.3 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:	Marshall Fuller
Office Phone #:	919-943-0187
Mobile Phone #:	N/A
Email:	fullerm@durhamtech.edu

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to 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 Contract Administrator.

Acceptance of work products shall be based on the following criteria:

1. Generator installation has been inspected and passed by local Municipality
2. Vendor has completed a Load Test through Durham Tech Facility Services & IT Departments
3. Durham Tech Facility Services receives Owner Training
4. All closeout documents and warranties are submitted to the owner

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 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 line item information to allow Purchasing Agency 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 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 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this RFQ 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 CONTRACT CHANGES

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

The remainder of this page is intentionally left blank

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFQ, which can be found at the following link **OR** in the table below:

(Modify as needed)

(ENTER LINK OR TABLE HERE)

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: 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/form-location-workers-09-2021/download>

ATTACHMENT G: 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/form-certification-financial-condition-09-2021/download>

ATTACHMENT H: 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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf

ATTACHMENT I: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://ncadmin.nc.gov/documents/vendor-forms>

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