

STATE OF NORTH CAROLINA

DHHS – DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

Longleaf Neuro-Medical Treatment Center

Request for Quote #: 3D-25084

WATER TREATMENT SERVICES

Date of Issue: May 2, 2025

Quote Due Date: May 16, 2025

At 1:00 PM ET

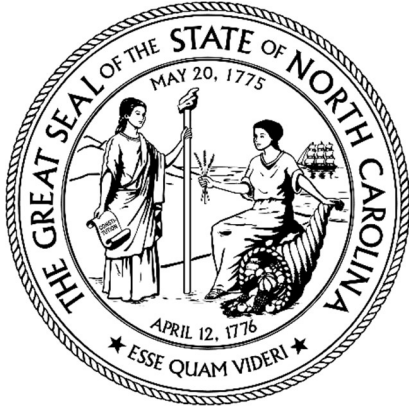
Direct all inquiries concerning this RFQ to:

Brittany Maiquez

Procurement Officer

Email: Brittany.maiquez@dhhs.nc.gov

Phone: 252.206.2461



STATE OF NORTH CAROLINA

Request for Quote

3D-25084

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 may subject your quote 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
DHHS – Division of State Operated Healthcare Facilities
Longleaf Neuro-Medical Treatment Center

Refer <u>ALL</u> Inquiries regarding this RFQ to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details.	Request for Quote #: 3D-25084
	Quotes will be opened upon receipt and no later than: May 16, 2025 @ 1:00 PM
Using Agency: Longleaf Neuro-Medical Treatment Center	Commodity No. and Description: 771217 Water Treatment Services
Requisition No.: TBD	

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),
- 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 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 RFQ, 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 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 shall not be accepted.

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

Quote Number: 3D-25084

Vendor: _____

VALIDITY PERIOD

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

ACCEPTANCE OF QUOTE

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 Longleaf Neuro-Medical Treatment Center)

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1.0 PURPOSE AND BACKGROUND

The intent of this Request for Quote (RFQ) is to obtain competitive pricing from qualified Vendors and award an Agency Specific Term Contract for the provision of providing onsite water treatment services for the Longleaf Neuro-Medical Treatment Center located at 4761 Ward Boulevard, Wilson North Carolina.

The Longleaf Neuro-Medical Treatment Center provides services to adults with chronic and complex medical conditions and/or behavioral conditions that coexist with neurocognitive disorders related to a diagnosis of Alzheimer's disease and related Dementias or neurodevelopmental disorders related to intellectual and developmental disability. These diagnoses make other living arrangements in the community unrealistic due to the health and physical status of the residents requiring 24-hour supervision, daily nursing assessment and assistance with activities of daily living.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or July 1, 2025, whichever is later.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

This 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 the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

2.3 NOTICE TO VENDORS REGARDING 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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions or issues regarding any component of this RFQ, those must be submitted as questions in accordance with the instructions in the QUOTE 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 RFQ 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 quotes or otherwise. 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 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 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	May 2, 2025
Submit Quotes	Vendor	By May 16, 2025 @ 1:00 PM
Contract Award	State	TBD

2.5 QUOTE QUESTIONS

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, 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 RFQ SCHEDULE Section of this RFQ. Vendors will enter "RFQ # 3D-25084 – Questions" as the subject of the message. Question submittals should include a reference to the applicable RFQ 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 RFQ. 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 the RFQ and an addendum to this RFQ.

2.6 QUOTE SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late quotes, 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 quote has been received as described in this RFQ by the specified time and date of opening. The time and date of receipt will be marked on each quote when received. Any quote or portion thereof received after the quote deadline will be rejected.

Vendor's quotes 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 Quotes submitted through the Content Section of the Ariba Sourcing Event will be considered. Quotes submitted through the Message Board will not be accepted or considered for award.**

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

2.7 QUOTE CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. 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 quote, 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 RFQ.
- b) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: REFERENCES
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT H: STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM
- i) Completed and signed version of ATTACHMENT I: STATE CERTIFICATIONS
- j) Signed version of ATTACHMENT J: DHHS ENVIRONMENTAL, HEALTH, AND SAFETY HANDBOOK FOR CONTRACTORS

2.8 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. 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, Vendor shall follow the specific instructions for uploading Alternate Quotes in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **DHHS – DEPARTMENT OF HEALTH AND HUMAN SERVICES:** Manages the delivery of health and human-related services for all North Carolinians, especially our most vulnerable people – children, elderly, disabled and low-income families.
- c) **DSOHF – DIVISION OF STATE OPERATED HEALTHCARE FACILITIES:** Oversees and manages 13 state operated healthcare facilities that treat adults and children with mental illness, developmental disabilities, substance use disorders and neuro-medical needs.
- d) **LNMTTC – LONGLEAF NEURO-MEDICAL TREATMENT CENTER:** A specialized skilled nursing facility certified by the Centers for Medicare and Medicaid Services under the Omnibus Budget Reconciliation Act long term care regulations.

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 quotes will be reviewed, and an award or awards will be based on the responsive quote(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 RFQ 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 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.

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 the 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 QUOTE EVALUATION PROCESS

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

- a) The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
- b) Quotes are requested for the items as specified, or item(s) equivalent in design, function, and performance. The State reserves the right to reject any quote on the basis of fit, form and/or function, as well as cost.
- c) For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for quote, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

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 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

3.5 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 to a requirement would allow for the State to receive a better quote, the Vendor is urged 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 complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response. 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 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.

4.5 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. 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 Quote.

4.6 BACKGROUND CHECKS

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

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 quote 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 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.

4.9 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

4.10 VACCINATION AND INFECTION CONTROL MEASURES

All Division of State Operated Healthcare Facilities (DSOHF) staff and contractors must comply with immunization requirements as a condition of performing work in any DSOHF facility. DSOHF Vaccination policy (No. 182; September 20, 2022) applies to all DSOHF employees, volunteers, students, and trainees, working for or within a DSOHF facility. In addition, DHHS employees, whose assigned primary worksite is within or on the grounds of a DSOHF facility shall follow to this policy. Moreover, the vaccination policy applies to all contract and temporary workers who: 1.) have direct contact with patients/residents in a DSOHF facility, or 2.)

work primarily within or on the grounds of a DSOHF facility, or 3.) have an employee-employer relationship working for or within a DSOHF facility.

This policy does not apply to outside health providers rendering services to Division patients/residents on their own behalf and at their own location, except to the extent required by applicable state or federal laws or regulations.

DSOHF FACILITIES listed in this Contract will exercise its discretion in refusing the assignment and denying entry to any contractor or affiliate thereof who has not provided proof of vaccination against COVID-19. However, the DSOHF facility will permit a valid medical or religious exemption from vaccination, pursuant to the DSOHF Vaccination policy (No. 182; September 20, 2022).

DSOHF staff and contractors must adhere to the policies and procedures of DSOHF FACILITIES listed in this Contract including control measures to detect and prevent the spread of communicable diseases. When indicated, based on the presence of a communicable disease in the facility, or in the community, DSOHF FACILITIES listed in this Contract may order control measures, including screening/testing to detect the communicable disease or immunity thereto, source control, PPE, reassignment, furlough, or physical isolation from patients/residents of any covered individual who: 1.) has regular contact with patients/residents; or 2.) who provides services to patients/residents; or 3.) who work in any facility area.

4.11 TERMINATION FOR CONVENIENCE

If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

5.0 SPECIFICATIONS AND SCOPE OF WORK

The Vendor shall furnish all labor, supervision, and equipment to perform the services as described herein. Services to be performed at agreed upon scheduled days and times. All services shall be performed in a manner that is satisfactory to the Longleaf Neuro-Medical Treatment Center.

5.1 SPECIFICATIONS

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 to be considered for award.

VENDOR'S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
1	City Water Analysis: Testing shall include conductivity, pH, calcium, alkalinity, and phosphate. City water analysis is used to determine proper cycling of cooling tower water. Frequency: Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Cooling Tower Analysis: Testing shall include conductivity, pH, temperature, inhibitor level, calcium, alkalinity, bromine or chlorine, and LSI. General bacteria testing will be included quarterly or as needed to provide an efficient water treatment program. Frequency: Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Boiler Water Analysis: Testing will include conductivity, neutralized conductivity (as needed), P-Alkalinity, M-Alkalinity, inhibitor level and sulfite. Boiler feed water testing will include conductivity, pH, hardness,	<input type="checkbox"/> YES <input type="checkbox"/> NO

	temperature, and sulfite. Boiler condensate return will include conductivity, iron, and pH. Frequency: Monthly	
4	Boiler Feed Water Analysis: Testing will include conductivity, pH, and hardness levels. Temperature and estimated percent condensate return will be documented. Frequency: Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Closed Loop Analysis: Testing will include conductivity, pH, inhibitor level. Iron, copper, and bacteria testing will be provided as needed. Frequency: Quarterly	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Corrosion Analysis: Corrosion coupon analysis will be performed at minimum two times per year. Mild steel and copper coupons will be provided and installed appropriately in each condenser system. Coupon holders shall be purchased separately for this service to be provided. Frequency: Bi-Annually/Two (2) Times per Year	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Onsite Microbiological Testing: The ATP (Adenosine Triphosphate) method is used to determine current bacteria levels in the cooling tower system measured in RLU's. SWT will test on site to determine if adjustments need to be made to the biocide feed program. Onsite testing will reduce the risk of microbiological growth in the system. Testing is provided routinely and as needed depending on monthly observations.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Chemical Feed Equipment: Sensors, probes, and strainers will be cleaned and/or calibrated monthly. Chemical feed pumps and injection valves will be cleaned and maintained. LNMTC will be contacted if equipment needs upgrading or replacing.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Legionella Testing: A sample will be pulled from each cooling tower to test for Legionella. These samples will be pulled between July-September each year per ASHRAE recommendations. Frequency: Annually	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Documentation: Vendor shall record all water analysis results, chiller load, approach temperatures and water meter readings if available. Suggestions and concerns will be documented and included with the service report.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Electronic Service Reports: All service reports, lab reports, product information sheets, SDS, corrosion coupon results and trending information will be maintained and recorded electronically. Service reports and water analysis will also be emailed directly to LNMTC point of contact.	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Test Equipment and Reagents: Will be provided at an additional cost per customer request.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	SDS: Safety Data Sheets will be provided via hard copy and electronic copy. All SDS will also be displayed near point of use.	<input type="checkbox"/> YES <input type="checkbox"/> NO

14	Customer Contact: Vendor shall make sure to contact operator and plant manager during each service visit.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Annual Customer Training: Customer training will be provided upon customer request.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Equipment Inspections: During each service the vendor will inspect and report general conditions of the cooling towers, sumps, chillers, and boilers. This shall include, excessive flow, leaks, corrosion, general maintenance observations. Vendor must notify staff if approach or water temperatures seem unusually high. Vendor will also notify staff if any chiller is excessively purging or if pumps are noisy and/or leaking.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Annual Inspection: With a minimal 2-week notice, equipment will be inspected during routine maintenance and/or inspection and a written report will be provided.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	Emergency Response: A service representative will be available within 4 hours of an emergency call.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	Shipping and Delivery: All freight and shipping costs will included with this agreement. Chemicals will be delivered and put into place by vendor. Vendor will remove and recycle all empty containers.	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.2 TASKS/DELIVERABLES

- a. **SCHEDULE:** Water treatment services shall consist of monthly, quarterly, and annual treatments on the following equipment (1) 400 Ton Chiller and Cooling Tower, (1) 450 Ton Chiller and Cooling Tower, (3) 300HP Step Boilers, (1) Chilled water Loop, and (1) Hot Water Loop.
- b. **WATER TREATMENT CHEMICALS:** Provide and apply the appropriate water treatment chemicals: SCT-226 Cooling Tower and Corrosion Inhibitor, BromMax 7.1 Cooling Tower Oxidizing Biocide, BSC-3024 Cooling Tower Non-Oxidizing Biocide (for high retention systems), SCT-251 Cooling tower bio-dispersant/cleaner, SBT-320 Boiler System Oxygen Scavenger, SB-337 Boiler Sludge Conditioner/Scale Inhibitor, SBT-340 Boiler Corrosion Inhibitor, SBT-350 Boiler Alkalinity Builder, SLT-420 Closed Loop Corrosion Inhibitor
- c. **MONITORING:** Monitor and adjust chemical dosing to ensure optimal system performance and compliance with applicable water quality standards
- d. **CHEMICAL HANDLING:** Maintain safe chemical storage and handling procedures in accordance with all relevant guidelines
- e. **WATER TESTING:** Conduct routine water quality testing as noted in the specifications.
- f. **LABORATORIES:** Utilize certified laboratories for any tests requiring third party verification.
- g. **REPORTS/RECOMMENDATIONS:** Provide immediate reporting and recommendations in the event of any results falling outside the compliance guidelines. Submit detailed monthly reports to Contract Manager summarizing- types and quantities of chemicals used, test results and analysis, treatment adjustments made, observed trends and concerns, recommendations for system optimization.
- h. **COMPLIANCE:** Ensure all services are performed in compliance with applicable health, safety, and environmental regulations. Maintain proper records for inspections, testing results, and chemical usage. Make documentation available for audits or regulator review upon request.
- i. **SERVICES/ADDITIONAL WORK:** Any items not covered under this RFQ will be quoted separately and approved prior to work being completed.

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:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues such as invoices, credits, complaints, and organizational information..

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 MONTHLY STATUS REPORTS

The Vendor shall be required to provide Water Treatment Reports to the designated Contract Lead on a monthly basis. This report shall include, at a minimum, information concerning routine, non-routine, and emergency treatments. Vendor will provide an explanation of the services provided and shall document this information within the report. These reports shall be well organized

and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within fifteen (15) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

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

Acceptance of Vendor's work product shall be based on the following criteria:

- a) Repeat work orders – no more than two (2) repeat work orders for the same issue in the same machinery or equipment, to be confirmed by the Contract Administrator.
- b) Follow up on call backs – Vendor availability during normal business hours and performance of any call backs.
- c) Schedule - vendor is to maintain schedule agreed on at the start of the contract. Deviations from this schedule should be communicated and agreed upon by the Contract Administrator.

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

6.6 TRANSITION ASSISTANCE

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

6.7 DISPUTE RESOLUTION

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

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

6.8 CONTRACT CHANGES

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

6.9 ATTACHMENTS

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

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ATTACHMENT A: PRICING

FURNISH AND DELIVER: Water Treatment Services as described herein. Invoices to be submitted to the facility in twelve (12) equal installments.

YEAR 1 – JULY 1, 2025 – JUNE 30, 2026					
ITEM #	SERVICE DESCRIPTION	TREATMENT SCHEDULE	QTY	UNIT PRICE	EXTENDED ANNUAL PRICE
1	Monthly Water Treatment Services with Chemicals Included.	Monthly	12	\$ _____	\$ _____
YEAR 2 – JULY 1, 2026 – JUNE 30, 2027					
2	Monthly Water Treatment Services with Chemicals Included.	Monthly	12	\$ _____	\$ _____
YEAR 3 – JULY 1, 2027 – JUNE 30, 2028					
3	Monthly Water Treatment Services with Chemicals Included.	Monthly	12	\$ _____	\$ _____
TOTAL CONTRACT VALUE YEARS 1, 2, AND 3:					\$ _____