

STATE OF NORTH CAROLINA

Division of State Operated Healthcare Facilities – Western Region

Invitation for Bid #: 30-24044WEST

GENERATOR AND FIRE PUMP MAINTENANCE SERVICES AND LOAD BANK TESTING

Date of Issue: March 8, 2024

Bid Opening Date: March 21, 2024

At 2:00 PM ET

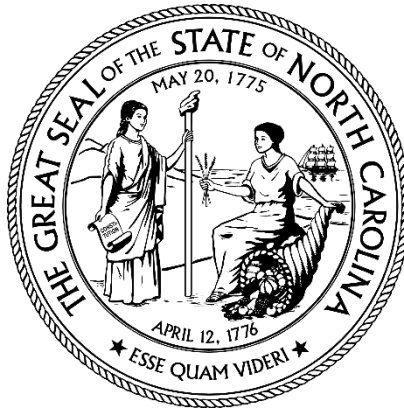
Direct all inquiries concerning this IFB to:

Rita Sutton

Facility Type Manager

Email: rita.sutton@dhhs.nc.gov

Phone: 984-220-1049



STATE OF NORTH CAROLINA

Invitation for Bid

30-24044WEST

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA DHHS - Division of State Operated Healthcare Facilities

Refer **ALL** Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section **2.6** for details:

Rita Sutton

Invitation for Bid #: 30-24044WEST

Bids will be publicly opened: March 21, 2024 @ 2:00 PM

Using Agencies: Black Mountain Neuro-Medical Treatment Center, Julian F. Keith Alcohol and Drug Abuse Treatment Center, Broughton Hospital, North Carolina School for the Deaf.

Commodity No. and Description: 721515 Electrical system services (Generator Maintenance)

Requisition No.: N/A

EXECUTION

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

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

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

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

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

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

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

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

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

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

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

VALIDITY PERIOD

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

ACCEPTANCE OF BIDS

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____.

(Authorized Representative of DHHS - DSOHF)

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1.0 PURPOSE AND BACKGROUND

The Division of State Operated Healthcare Facilities oversees and manages thirteen (13) state operated healthcare facilities that treat adults and children with mental illness, developmental disabilities, substance abuse disorders, and neuro-medical needs. In collaboration with our partners and with a commitment to rights, equity, and inclusion, we provide a system of high-quality care to individuals whose complex behavioral and medical needs exceed the level of care available in the community.

The intent of this Invitation for Bids (IFB) is to solicit competitive pricing from qualified Vendors and award an Agency Specific Term Contract for the purpose of providing generator and fire pump maintenance services for thirty-eight (38) various makes of generators and two (2) fire pumps located at multiple State Operated Healthcare Facilities located in the Western Region of the State as listed below:

Julian F. Keith Alcohol and Drug Abuse Treatment Center

201 Tabernacle Road
Black Mountain, NC 28711

Black Mountain Neuro-Medical Treatment Center

932 Old Highway 70W
Black Mountain, NC 28711

Broughton Hospital

1000 S. Sterling Street
Morganton, NC 28655

North Carolina School for the Deaf

517 West Fleming Drive
Morganton, NC 28655

***NOTE: North Carolina School for the Deaf will participate if funding allows.

1.1 CONTRACT TERM

The Contract shall have an initial term of *two (2)* years, beginning on the date of final Contract execution (the “Effective Date”) or **April 20, 2024**, whichever is later.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) additional one-year term(s). The State will give the Vendor written notice of its intent to exercise each option no later than *thirty (30)* days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	March 8, 2024
Hold Pre-Bid Meeting/Site Visit	State	March 13, 2024 – 9:30 AM ET Black Mountain March 13, 2024 – 1:00 PM ET Broughton Hospital
Submit Written Questions	Vendor	March 14, 2024 by 5:00 PM ET
Provide Response to Questions	State	March 15, 2024
Submit Bids	Vendor	March 21, 2024 by 2:00 PM Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 293 085 974 920 Passcode: 8DPNXk Download Teams Join on the web Join with a video conferencing device

		ncgov@m.webex.com Video Conference ID: 112 344 448 6 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,825862546# United States, Raleigh Phone Conference ID: 825 862 546#
Contract Award	State	

2.5 SITE VISIT or PRE-BID CONFERENCE

Urged and Cautioned Site Visit – BLACK MOUNTAIN NEURO MEDICAL TREATMENT CENTER and JULIAN F. KEITH ALCOHOL AND DRUG ABUSE TREATMENT CENTER

Date: **March 13, 2024**
 Time: **9:30 AM Eastern Time**
 Location: 932 Old US Hwy 70W
 Black Mountain, NC 28711
 MATINENANCE BUILDING, BUILDING 2
 Contact #: 828-259-6775

Urged and Cautioned Site Visit – BROUGHTON HOSPITAL and NORTH CAROLINA SCHOOL FOR THE DEAF

Date: **March 13, 2024**
 Time: **1:00 PM Eastern Time**
 Location: 1000 South Sterling Street
 Morganton, NC 28655
 LOBBY OF MAIN HOSPITAL
 Contact #: 828-608-4281

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory site visit is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

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

2.6 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 30-24044WEST – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

Tips for Using the Sourcing Tool

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

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

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

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

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

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response to Section 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: STATE CERTIFICATIONS
- j) Completed and signed version of ATTACHMENT I: NC OFFICE OF STATE CONTROLLER SUBSTITE W-9 FORM
- k) ATTACHMENT J: DSOHF REQUIRED VACCINATION POLICY AND ATTESTATION STATEMENT

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BLACK MOUNTAIN NEURO-MEDICAL TREATMENT CENTER (BMNMTTC):** One of three skilled nursing facilities operated by the State of North Carolina.
- c) **BROUGHTON HOSPITAL (BH):** One of three regional psychiatric hospitals that serves the western thirty-seven counties of North Carolina.
- d) **DHHS:** The Department of Health and Human Services.
- e) **DSOHF:** The Division of State Operated Healthcare Facilities.
- f) **DSOHF WESTERN REGION FACILITIES:** Broughton Hospital, North Carolina School for the Deaf, Black Mountain Neuro-Medical Treatment Center, Julian F. Keith Alcohol and Drug Abuse Treatment Center.
- g) **JULIAN F KEITH ALCOHOL AND DRUG ABUSE TREATMENT CENTER (JFK ADATC):** One of two state operated Alcohol and Drug Abuse Treatment Centers (ADATCs) specifically designed to provide inpatient treatment, psychiatric stabilization and medical detoxification for individuals with substance use and other co-occurring mental health diagnoses to prepare for ongoing community based treatment and recovery.
- h) **NORTH CAROLINA SCHOOL FOR THE DEAF:** A state-supported day/residential facility that educates children who are deaf and hard of hearing.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is

authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the

Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

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

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

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

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

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

4.8 VENDOR'S REPRESENTATIONS

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

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☐ 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 WESTERN REGION 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 WESTERN REGION 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 WESTERN REGION 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..

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The preventive maintenance service as specified herein and oil sample analysis for the generators and fire pumps consist of the detailed specifications below and shall be completed by January 15th of each contract period. All analysis reports and the required annual meeting to provide an assessment of equipment conditions and recommendations to the Facility Engineering Management personnel at each facility shall be completed by January 31st of each contract period. **No other added terms and conditions will be acceptable.**

The awarded vendor will provide all equipment, supplies, materials, transportation, and labor to maintain a complete maintenance service agreement program in accordance with NFPA 2022 Edition, Chapter 8 and 110 as well as to accomplish and comply with requirements of ASTM D6595-22. Any unit added or deleted by the State will result in an equitable adjustment to the contract price. If additional units are added, the price will be negotiated by both parties. If a unit is deleted, the price in effect on said individual unit will be prorated over the remainder of the terms of this agreement and subtracted from the contractual amount due under this agreement.

5.2 TASKS/DELIVERABLES

1. PRESTART

- Visually check if unit and associated work area is clean.
- Visually check paint condition.
- Cooling System
 - Check Coolant level.
 - Check for coolant leaks.
 - Check coolant filter, if so equipped.
- Air intake system - replacement of all Air Filters.
- Check coolant heater or block heater, as applicable.
- Check belt condition and tension. Adjust as required.
- Check condition of hoses for bulging / deterioration
- Check condition and operation of remote radiator, if so equipped.
- Check heat exchanger treatment plugs; inspect and/or replace.
- Record DCA concentration, and antifreeze protection concentration, and any other contaminants.
- Visually check radiator for air restrictions. Clear as applicable.
- Lubricate fan pulley per manufacturer specification.

LUBRICATION SYSTEM

- Oil samples obtained before oil change.
- Oil analysis performed on samples for metal content and oil contaminants and provide findings report.
- Change oil in all units.
- Change oil filter in all units.
- Visually check engine oil level.
- Visually check for oil leaks.
- Visually check hydraulic governor oil level.
- Oil heater – inspect for proper operation.
- Crankcase breather system – Check for proper operation and clean.

AIR INTAKE SYSTEM

- Inspect air cleaner; change oil if wet or change element if required.
- Check air intake restriction indicator and/or cleaner element. <75% visible, replace.

Replace all air filters during service.

FUEL SYSTEM

Visually check for fuel leaks, include fuel line, priming pump.

Visually check fuel line and connection condition.

Visually observe fuel to be free of sediment, haze, or any unusual appearance.

Visually observe for water content.

Check day tank level. Check primary storage tank and notify site if under half.

Check leak detection alarm system operation.

Change fuel filter element.

Treat injectors and injector pump.

Check fuel transfer pump and solenoid valve operation.

Drain condensation from tank and filters

Check for worn linkage- freedom of movement.

****Fuel samples should be collected and tested by qualified person to be free of Microbes (bacteria, algae, fungus, et cetera) and water. A paper or digital copy of the fuel analysis must be provided to Facility Engineering Management to comply with this requirement.**

EXHAUST SYSTEM

Visually check exhaust system condition and connections.

Check for rusted silencer and exhaust components.

Check/empty condensate trap on silencer.

Check and/or clean spark box.

Check rain cap operation.

Inspect exhaust mounting hangers and insulation blankets.

GENERATOR

Check for dust and dirt. (Clean vent screens)

Wiring – check for loose connections, adequate insulation, chafing, overheating and deterioration.

Check generator heater for proper operation, if so equipped.

Lubricate generator bearings, as applicable.

ELECTRICAL SYSTEM

Inspect battery terminal connections – Clean and lubricate battery posts as necessary.

Check and adjust alternator belts.

Check starter, connections and wiring.

Annotate age of battery.

Check battery specific gravity. (Should be 1.275 s.g. = 13.8V) Record exceptions in comments.

CONTROL PANEL (GENERATOR)

Panel lights; check illumination, safety lamps and alarms.

Check alarms and pre-alarms for proper operation.

TRANSFER SWITCHES

Check operation. (Test switch)

Check timers.

Check exerciser clock setup and adjust as necessary.

Check wiring connections for fraying or wear.

2. START-UP AND RUNNING

CONTROL PANEL

Start controls – check for proper operation and start ability.
 Check panel and systems alarms for proper operation.
 Check gauges and meter operation.
 Record starting voltage.
 Record no load voltage.
 Record Frequency.

ELECTRICAL SYSTEM

Check & record battery charger. (Should be between 13 and 14.2VDC or 25 and 28.4 VCD)
 Alternator – Check for unusual noise and vibration.
 Starter – Check for unusual noise and proper operation.

COOKING SYSTEM

Visually check operation of louvers.

3. AT SHUTDOWN

Check low oil pressure if indicated.
 Check low water level if indicated.
 Check high temperature if indicated.
 Check overspeed (simulate) if indicated.
 Check over crank if indicated.

4. AFTER SHUTDOWN

Take oil sample; recheck for proper crankcase level. (Fleetguard oil analysis CC2548)
 Check distributor sticker with phone number attached to GenSet.
 Reset all controls to automatic.
 Contact Broughton Hospital Facility Engineering Director or designee once service is complete before leaving the campus.

5. LOAD BANK TESTING – BLACK MOUNTAIN AND JULIAN F. KEITH ADATC

Conduct two (2) hour load bank test: Black Mountain Neuro-Medical Treatment Center and Julian F. Keith Alcohol and Drug Abuse Treatment Center
 Load bank capable of 2 megawatts of load.
 Cables and connectors to properly connect load bank machine to generator.
 Generators:
 2) 1.5 megawatts
 1) 2 megawatts

Provide Documentation of:

- All fluid levels are checked to ensure the fuel tank is full and the oil level is correct. If the generator is water-cooled, it is also important to check the radiator or coolant tank.
- The generator is started and allowed to reach normal operating temperature. The technician watches and listens for any possible issues such as abnormal noises. If any problems are detected, the testing process is stopped until the mechanical failure is diagnosed and fixed.
- The technician continues to monitor the generator while maintaining the same load for the duration of the test and continues to listen for noises and monitors the output. If an issue is discovered, the test is shut down to minimize damage until repairs happen. After repairs, the test is started again from the beginning.

- At the end of the test, the loads are gradually removed, and the generator is allowed to run under light load for about an hour. All loads are removed five to ten minutes before shutting the generator down.

The following procedure for performing load-bank testing on a generator-set by utilizing a portable resistive load-bank unit. Duration of actual test varies based on type of test (NFPA-110) and customer preference.

1. In the event the customers load cables must be disconnected in order to terminate temporary cables customer will be notified immediately of additional unit down time related to hook-up and disconnect of cables in the event of a loss of utility power.)
2. Calculate necessary cable run based on distance between portable load-bank unit and cable termination point.
3. Calculate number of cables runs necessary based on total amperage load that is to be applied to unit and amperage rating of temporary cables.
4. Roll out necessary cable based on above calculations, phase by phase to prevent cross phase connections.
5. Terminate cabling at portable load-bank.

The following steps are performed with the unit on-line and breaker closed (estimated duration 2 hours 10 minutes to 4 hours 10 minutes).

1. Start unit up at control panel. Allow unit to come up to speed.
2. After 5-minute warm up period take base readings.
3. After initial readings are taken apply load accordingly based on type of test (ex: Standard annual NFPA-110 test consists of a 2-hour test; 30-minutes at 25% unit rating, 30- minutes at 50% unit rating and 60-minutes at 75% unit rating).
4. Readings are taken every 15-minutes and are recorded.
5. Readings or electronic data collection throughout the load-bank test consist of the following: -Time - Frequency (Hz) -Battery Voltage (DC) -Voltage (AC-L1, L2, L3) -Oil Pressure (PSI) -Amperage (AC-L1, L2, L3) -Coolant Temperature -Power Factor (1.0) -Ambient Temperature -kW -Exhaust Temperature -Load Percentage.
6. Upon completion of cool-down period load-bank is powered down and unit is turned to the "OFF" position with the circuit breaker open.

The following steps are performed with the unit off-line and the circuit breaker open (estimated duration 15-45 minutes):

1. Disconnect temporary load cables from designated connection point.
2. Terminate customer load cables (if disconnected). Verify connections are secure and properly phased.
3. Secure cover panels.
4. Return unit to its normal operating positions, unit in "AUTO" circuit breaker closed.

The following steps are performed with all controls in their normal operating positions (estimated duration 30-90 minutes depending on unit size / cable run):

1. Roll up temporary load cables and secure to load-bank.
2. Re-verify all controls in normal operating position and secure customer site.

6. LOAD BANK TESTING – BROUGHTON HOSPITAL

Conduct four (4)-hour load bank testing on Generator 1, Generator 2 and Generator 3 located at the new Broughton Hospital.

Load Bank Testing: in addition to the annual, semi-annual and quarterly maintenance of each generator, the vendor will complete a load bank test as described in NFPA 110 Chapter 8, per NF & ICF/MR regulatory standards.

- Load bank testing, 3 hours at minimum of 30% of manufacturer nameplate rating.
- Load bank testing, 4th hour at minimum of 75% of manufacturer nameplate rating.
- Any other testing that is not listed but is required in accordance with code.

Analysis report provided within 5 days of work completion. Report to include any identified issues and recommended resolution.

7. FUEL ANALYSIS

Annual fuel samples are to be taken and tested for contamination and bacterial growth.

Fuel sample must be taken from the tank and not after fuel filter.

Analysis report provided within 5-days of work completion. Report to include any identified issues and recommended resolutions.

8. OTHER

Annual meeting with each Facility Engineering Management for assessment of equipment conditions and recommendations.

Repair any damage created by Vendor during testing, at Vendor's expense.

5.3 EQUIPMENT LIST AND LOCATION

Broughton Hospital, 1000 S. Sterling Street, Morganton, NC 28655

Make/Model	# of Generator	Generator Serial Number	Engine Model	Voltage and KW	Engine Serial Number	Location
Onan Model 275DFBF	2	I930519046	NT855G6	277/480V	5376	Steam Plant
Kohler Model 80ROZJ	4	606839		120/208V 80KW	CD6059T377849 CD6059TF002 12VSA3 DD15356	North Avery
Cummins Model VTA28-GS2	6	K890278893	VTA2862	277/480V 600KW	25168639	South Avery
Caterpillar Model SR4	5	5EA06285	3306	120/208V 200KW		Jones Bldg
Caterpillar Model SR4B	7	6YR01687	3306	120/208V 240KV	9NR03267	Behind Bates 28
Caterpillar Model SR4B	1	9CR01524	SR4B	120/208V 300KW	4ZR04727	Behind F2 Dining
Generac/ 13065020100	8	2110921	Iveco F4GE9685A	120/208V 100KW	J602-00860263	Moran Bldg
Perkins/ YB70326	Fire Pump	140 HP	YU750851G	Diesel Engine; Not a generator		Moran Bldg

New Broughton Hospital, 1000 S. Sterling Street, Morganton, NC 28655

Make/Model	# of Generator	Generator Serial Number	Voltage and KW	Location
Cummings/ D130488221	LS- Gen-1	Dale-1320916	480/277V	Behind Hospital
Cummings/ Dqkab-1320918	LS- Gen-2	B130465356	480/277V	Behind Hospital
Cummings/ Dqkab-1320917	LS- Gen-3		480/277V	Behind Hospital
10 - TRANSFER SWITCHES				
ASCO/ 7000 Series	ELEC-ATS-C1J	874912we	480/277V	Behind Hospital
ASCO/ 7000 Series	ELEC-ATS-C1M	913962we	480/277V	Behind Hospital
ASCO/ 7000 Series	ELEC-ATS-EM	913959-002we	480/277V	Behind Hospital
Cummings	ELEC-ATS-G-Generator 1		480/277V	Behind Hospital
ASCO/ 7000 Series	ELEC-ATS-G-Main Switch Gear 03	913958we	480/277V	Behind Hospital
ASCO/ 7000 Series	ELEC-ATS-LS1J	913961we	480/277V	Behind Hospital
ASCO/ 7000 Series	ELEC-ATS-LS1M	913959-001we	480/277V	Behind Hospital
ASCO/ 7000 Series	ELEC-ATS-MDF	8749110we	480/277V	Behind Hospital
ASCO/ 7000 Series	ELEC-ATS-Q1J	1687611-011we	480/277V	Behind Hospital
ASCO/ 7000 Series	ELEC-ATS-Q1M	1687611-002we	480/277V	Behind Hospital

Black Mountain Neuro-Medical Treatment Center, 932 Old Highway 70, Black Mountain, NC 28711

Make/Model	# of Generator	Generator Serial Number	Engine Model	Voltage and KW	Engine Serial Number	Location
Kohler/ 900 REOZDC	1	2227199	R162-8A36	277/480 910KW	5362004233	Moore Bldg

Julian F. Keith Alcohol and Drug Abuse Treatment Center, 201 Tabernacle Road, Black Mountain, NC 28711

Make/Model	# of Generator	Generator Serial Number	Engine Model	Voltage and KW	Engine Serial Number	Location
Cummins DFEK-A034K189	1	L100158865	QSX15-G9	500KW	79438194	Main Campus
Generac 14203870100	1	2115443	FPT CFPXL067DGS	150KW	F4HE9685A	Activity
Cummins DQDAA-7148254	1	46909040	8CEXL054DAAB	250KW		ACU

5 - TRANSFER SWITCHES				
Cummins	ELEC-ATS	OTPCD-5479214	208V	Kitchen / Basement
Cummins	ELEC-ATS	OTPCD-5479214	208V	Therapy – A/H Room
Asco Series 300	ELEC-ATS	BOM-721789	208V	ACU Boiler Room
Generac HTS Series	ELEC-ATS		208V	Activity Bldg. Panel Room
Cummins	ELEC-ATS	OTECA-7234593	208V	Admin. Bldg. IT Room

North Carolina School for the Deaf, 517 West Fleming Drive, Morganton, NC 28655

Make/Model	# of Generator	Generator Serial Number	Engine Model	Voltage and KW	Engine Serial Number	Location
Kohler/ 25KW	1	0654237				Main Bldg
Clarke Fire Pump	1	6068TF220 100 HP		Not a generator		Hoey Hall

5.4 CERTIFICATION AND SAFETY LABELS

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

5.5 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

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

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 concerning 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 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Generator Service/Management Reports to the designated Contract Lead when work is performed and completed. This report shall include, at a minimum, information concerning a detailed account of work performed/completed and any needed or recommended service or repairs. 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 thirty (30) 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:

- Services are completed as outlined in Section 5.2.

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 three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 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 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 **30 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.

6.9 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.

6.10 ATTACHMENTS

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

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ATTACHMENT A-1: PRICING FORM BROUGHTON HOSPITAL

FURNISH AND DELIVER: Maintenance and load bank testing as indicated in Section 5.2.

YEARS 1 & 2 - Pricing for Broughton Hospital, 1000 S. Sterling Street, Morganton, NC 28655

Make/Model	# of Gen.	Generator Serial Number	Engine Model	Engine Serial Number	Price Year 1	Price Year 2	OPTIONAL YEAR 3
Onan Model 275DFBF	2	I930519046	NT855G6	5376			
Cummins Model VTA28-GS2	4	606839		CD6059T377849 CD6059TF002 12VSA3 DD15356			
Kohler Model 40R0ZL	6	K890278893	VTA2862	25168639			
Caterpillar Model SR4	5	5EA06285	3306				
Caterpillar Model SR4B	7	6YR01687	3306	9NR03267			
Caterpillar Model SR4B	1	9CR01524	SR4B	4ZR04727			
Generac/ 13065020100	8	2110921	Iveco F4GE9685A	J602-00860263			
Perkins/ YB70326	Fire Pump	140 HP	YU750851G				
TOTAL CONTRACT VALUE YEAR 1					\$ _____		
TOTAL CONTRACT VALUE YEAR 2					\$ _____		
TOTAL CONTRACT VALUE OPTIONAL YEAR 3						\$ _____	
TOTAL POTENTIAL CONTRACT VALUE 3-YEARS: \$ _____							

ATTACHMENT A-2: PRICING FORM NEW BROUGHTON HOSPITAL

PRICING YEARS 1 AND 2, OPTIONAL YEAR 3 - Pricing for NEW Broughton Hospital, 1000 S. Sterling Street, Morganton, NC 28655

Make/Model	# of Generator	Generator Serial Number	Voltage and KW	Location	Price Year 1	Price Year 2	OPTIONAL Price Year 3
Cummings/ D130488221	LS- Gen-1	Dale-1320916	480/277V	Behind Hospital			
Cummings/ Dqkab-1320918	LS- Gen-2	B130465356	480/277V	Behind Hospital			
Cummings/ Dqkab-1320917	LS- Gen-3		480/277V	Behind Hospital			
10 - TRANSFER SWITCHES							
ASCO/ 7000 Series	ELEC-ATS-C1J	874912we	480/277V	Behind Hospital			
ASCO/ 7000 Series	ELEC-ATS-C1M	913962we	480/277V	Behind Hospital			
ASCO/ 7000 Series	ELEC-ATS-EM	913959-002we	480/277V	Behind Hospital			
Cummings	ELEC-ATS-G-Generator 1		480/277V	Behind Hospital			
ASCO/ 7000 Series	ELEC-ATS-G-Main Switch Gear 03	913958we	480/277V	Behind Hospital			
ASCO/ 7000 Series	ELEC-ATS-LS1J	913961we	480/277V	Behind Hospital			
ASCO/ 7000 Series	ELEC-ATS-LS1M	913959-001we	480/277V	Behind Hospital			
ASCO/ 7000 Series	ELEC-ATS-MDF	8749110we	480/277V	Behind Hospital			
ASCO/ 7000 Series	ELEC-ATS-Q1J	1687611-011we	480/277V	Behind Hospital			
ASCO/ 7000 Series	ELEC-ATS-Q1M	1687611-002we	480/277V	Behind Hospital			
TOTAL CONTRACT VALUE YEAR 1					\$ _____		
TOTAL CONTRACT VALUE YEAR 2					\$ _____		
TOTAL CONTRACT VALUE OPTIONAL YEAR 3						\$ _____	
TOTAL POTENTIAL CONTRACT VALUE 3-YEARS: \$ _____							

ATTACHMENT A-3: PRICING FORM BLACK MOUNTAIN NEURO-MEDICAL

PRICING YEARS 1 AND 2; OPTIONAL YEAR 3 - Black Mountain Neuro-Medical Treatment Center, 932 Old Highway 70, Black Mountain, NC 28711

Make/Model	Generator Serial Number	Engine Model	Voltage and KW	Engine Serial Number	Price Year 1	Price Year 2	OPTIONAL Price Year 3
Kohler/ 900 REOZDC	2227199	R162-8A36	277/480 910KW	5362004233			
TOTAL CONTRACT VALUE YEAR 1					\$_____		
TOTAL CONTRACT VALUE YEAR 2					\$_____		
TOTAL CONTRACT VALUE OPTIONAL YEAR 3						\$_____	
TOTAL POTENTIAL CONTRACT VALUE 3-YEARS: \$_____							

ATTACHMENT A-4: PRICING FORM JULIAN F. KEITH ADATC

PRICING YEARS 1 AND 2; OPTIONAL YEAR 3 - Julian F. Keith Alcohol and Drug Abuse Treatment Center, 201 Tabernacle Road, Black Mountain, NC 28711

Make/Model	Generator Serial Number	Engine Model	Voltage and KW	Engine Serial Number	Price Year 1	Price Year 2	OPTIONAL Price Year 3
Cummins DFEK-A034K189	L100158865	QSX15-G9	500KW	79438194			
Generac 14203870100	2115443	FPT CFPXL067DGS	150KW	F4HE9685A			
Cummins DQDAA-7148254	46909040	8CEXL054DAAB	250KW				
5 - TRANSFER SWITCHES							
Cummins	OTPCD-5479214	ELEC-ATS	208V	Location: Kitchen/Base ment			
Cummins	OTPCD-5479214	ELEC-ATS	208V	Location: Therapy / A/H Room			
Asco Series 300	BOM-721789	ELEC-ATS	208V	Location: ACU Boiler Room			
Generac HTS Series		ELEC-ATS	208V	Location: Activity Bldg. Panel Room			
Cummins	OTECA-7234593	ELEC-ATS	208V	Location: Admin Bldg. IT Room			
TOTAL CONTRACT VALUE YEAR 1					\$ _____		
TOTAL CONTRACT VALUE YEAR 2					\$ _____		
TOTAL CONTRACT VALUE OPTIONAL YEAR 3					\$ _____		
TOTAL POTENTIAL CONTRACT VALUE 3-YEARS: \$ _____							

ATTACHMENT A-5: PRICING FORM NORTH CAROLINA SCHOOL FOR THE DEAF

PRICING YEARS 1 AND 2; OPTIONAL YEAR 3 - North Carolina School for the Deaf, 517 West Fleming Drive, Morganton, NC 28655

Make/Model	# of Generator	Generator Serial Number	Location	Price Year 1	Price Year 2	OPTIONAL Price Year 3
Kohler/ 25KW	1	0654237	Main Bldg			
Clarke Fire Pump	1	6068TF220 100 HP	Hoey Hall			
TOTAL CONTRACT VALUE YEAR 1				\$_____		
TOTAL CONTRACT VALUE YEAR 2					\$_____	
TOTAL CONTRACT VALUE OPTIONAL YEAR 3						\$_____
TOTAL POTENTIAL CONTRACT VALUE 3-YEARS: \$_____						