



# **STATE OF NORTH CAROLINA**

**State Highway Patrol**

**Invitation for Bid #: 51-2160032212-HMM**

**Generac Industrial Generator**

**Date Issued: April 23, 2026**

**Bid Opening Date: May 4, 2026 at**

**2:00 PM ET**

**Direct all inquiries concerning this IFB to:**

Heather Melton

Procurement Specialist III

Email: [heather.melton@ncshp.gov](mailto:heather.melton@ncshp.gov)



## STATE OF NORTH CAROLINA

**Invitation for Bids #**

**51-2160032212-HMM**

---

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://evp.nc.gov/SignIn>

**STATE OF NORTH CAROLINA**  
**Division of NCSHP**

Refer <b><u>ALL</u></b> Inquiries regarding this IFB to: <b>The Procurement Lead through the Message Board in the Sourcing Tool. See section 2.5 for details.</b>	<b>Invitation for Bids # 51-2160032212-HMM</b>
	<b>Bids will be publicly opened: May 4, 2026 @ 2:00 pm et</b>
<b>Using Agency: State Highway Patrol</b>	<b>Commodity No. and Description: 261116 Power Generators</b>
<b>Requisition No.: RQ255886</b>	

**EXECUTION**

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

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

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

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

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

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

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

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

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. 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 cannot be accepted.**

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

Bid Number: 51-2160032212-HMM

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: \_\_\_\_ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
**(Authorized Representative of NC State Highway Patrol)**

**1.0 PURPOSE AND BACKGROUND .....5**

1.1 CONTRACT TERM .....5

**2.0 GENERAL INFORMATION .....5**

2.1 INVITATION FOR BID DOCUMENT .....5

2.2 E-PROCUREMENT FEE.....5

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....5

2.4 IFB SCHEDULE.....6

2.5 BID QUESTIONS.....6

2.6 BID SUBMITTAL.....7

2.7 BID CONTENTS.....7

2.8 ALTERNATE BIDS.....8

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS .....8

**3.0 METHOD OF AWARD AND BID EVALUATION PROCESS .....8**

3.1 METHOD OF AWARD .....8

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....9

3.3 BID EVALUATION PROCESS.....9

3.4 PERFORMANCE OUTSIDE THE UNITED STATES.....10

3.5 INTERPRETATION OF TERMS AND PHRASES .....10

**4.0 REQUIREMENTS .....10**

4.1 PRICING.....10

4.2 ESTIMATED QUANTITIES .....11

4.3 PRODUCT IDENTIFICATION .....11

4.4 TRANSPORTATION AND IDENTIFICATION.....11

4.5 DELIVERY AND INSTALLATION.....11

4.6 AUTHORIZED RESELLER .....11

4.7 WARRANTY .....12

4.8 HUB PARTICIPATION .....12

4.9 REFERENCES .....12

4.10 VENDOR’S REPRESENTATIONS.....13

4.11 FINANCIAL STABILITY .....13

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION .....13

4.13 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS.....13

4.14 SUBCONTRACTORS .....13

4.15 SECRETARY OF STATE REGISTRATION .....14

4.16 SUSTAINABILITY EFFORTS.....14

**5.0 PRODUCT SPECIFICATIONS.....14**

5.1 ENGINE REQUIREMENTS/SPECIFICATIONS.....14

5.2 GENERATOR REQUIREMENTS/SPECIFICATIONS .....15

5.3 CERTIFICATION AND SAFETY LABELS .....18

**6.0 CONTRACT ADMINISTRATION .....18**

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE .....18

6.2 POST AWARD BUSINESS REVIEW MEETINGS.....18

6.3 CONTINUOUS IMPROVEMENT.....18

6.4 INVOICES .....19

6.5 DISPUTE RESOLUTION .....19

6.6 PRODUCT RECALL .....19

6.7 PRICE ADJUSTMENTS.....19

6.8 CONTRACT CHANGES .....19

6.9 ATTACHMENTS.....19

**ATTACHMENT A: PRICING FORM.....20**

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.....22**

**ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE.....24**

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR .....25**

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION .....26**

**ATTACHMENT H: Certification for Contracts, Grants, Loans, and Cooperative Agreements .....27**

## 1.0 PURPOSE AND BACKGROUND

---

The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to establish an Agency Contract to provide an indefinite quantity of Brand Specific Generac Industrial Generators and generator parts to use at the NC Highway Patrol's Voice Interoperability Plan for Emergency Responders (VIPER) Project Towers on an as needed basis. The State does not guarantee any minimum or maximum quantities under this contract.

Generac generators and components have been utilized in the construction of the Voice Interoperability Plan for Emergency Responders (VIPER) tower sites since the program's inception. Currently, all 241 VIPER tower sites are equipped with Generac generators.

### 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").

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

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

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

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

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions

herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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

**2.4 IFB SCHEDULE**

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

Event	Responsibility	Date and Time
Issue IFB	State	April 23, 2026
Submit Written Questions	Vendor	April 27, 2026 @ 2:00 pm et
Provide Responses to Questions	State	April 28, 2026
Submit Bids	Vendor	<p>May 4, 2026 @ 2:00 pm et</p> <p><b>PLEASE CALL THE HELPDESK WITH ANY QUESTIONS @ 1-888-211-7440 REGARDING POSTING BID TO ARIBA</b></p> <hr/> <p>Microsoft Teams meeting</p> <p>Join: <a href="https://teams.microsoft.com/meet/2853157254204?p=7sE663VfMR6AT8B0k8">https://teams.microsoft.com/meet/2853157254204?p=7sE663VfMR6AT8B0k8</a></p> <p>Meeting ID: 285 315 725 420 4</p> <p>Passcode: 2HL2cB9i</p> <hr/> <p><a href="#">Need help?   System reference</a></p> <p>Dial in by phone</p> <p><a href="tel:+14696769404">+1 469-676-9404</a>, <a href="tel:+173260884">173260884#</a> United States, Northlake</p> <p><a href="#">Find a local number</a></p> <p>Phone conference ID: 173 260 884#</p> <p>For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></p>
Contract Award	State	TBD

## 2.5 BID QUESTIONS

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

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 # 51-2160032212-HMM – 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 an Addendum to this IFB.

## 2.6 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 bid(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 responses 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.**

**2.7 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 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: Section 4.5 Delivery and Installation; 4.6 Authorized Reseller; 4.7 Warranty; 4.15 Secretary of State Registration; 6.1 Contract Manager
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

**2.8 ALTERNATE BIDS**

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: “Alternate Bid # 51-2020135727-HMM [for ‘name of Vendor’]”. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

**2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

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

**3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

---

**3.1 METHOD OF AWARD**

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

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

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

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed

**Bid Number: 51-2160032212-HMM**

Vendor: \_\_\_\_\_

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

The State reserves the right to waive any minor informality or technicality in 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 the Paragraph of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the 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 proposal 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 are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. 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 in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

### 4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

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

#### 4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s)

associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

**4.2 ESTIMATED QUANTITIES**

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

**4.3 PRODUCT IDENTIFICATION**

**BRAND SPECIFIC**

Manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

**4.4 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

**4.5 DELIVERY AND INSTALLATION**

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

<b>SHIP TO ADDRESS:</b>
<i>NC Highway Patrol – Attn: VIPER</i>
<i>1400 Transport Drive</i>
<i>Raleigh NC 27603</i>

Vendor shall complete delivery within one hundred twenty days (120) and installation expected in one hundred fifty days (150) consecutive calendar days after receipt of purchase order. All freight, offloading, and inside delivery charges for all equipment are to be included in the bid pricing.

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

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

**4.6 AUTHORIZED RESELLER**

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

Bid Number: 51-2160032212-HMM

Vendor: \_\_\_\_\_

Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

Vendor is the:  Manufacturer  Dealer  Reseller  Distributor

Authorized:  Yes  No Attached Manufacturer’s Authority:  Yes  No

**4.7 WARRANTY AND EXTENDED COVERAGE**

The Vendor shall provide a comprehensive five-year (5-yr) extended warranty, in addition to the manufacturer’s standard warranty. Vendors shall include a copy of the manufacturer’s standard warranty with the bid response. The five-year extended warranty period shall commence upon completion of the Start-up. This extended coverage must encompass all labor, travel, freight, software upgrade, and material costs associated with repairing or replacing defective components to ensure the continued mission-critical resilience of the system.

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. To the extent not superseded by the terms of this paragraph, manufacturer’s warranty terms shall apply. Vendor’s warranty shall be at least the level of coverage provided for its comparable customers.

The generators will supply back up power for very CRITICAL COMMUNICATIONS. Generator vendor must agree to dispatch repair service for a failed generator or ATS within 72-hours of notification if a failure occurs during the warranty period.

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

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

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

Contact information for warranty service provider:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person (name): \_\_\_\_\_

Contact Person (phone number): \_\_\_\_\_

Contact Person (email): \_\_\_\_\_

**4.8 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this 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.

**4.9 REFERENCES**

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

**4.10 VENDOR’S REPRESENTATIONS**

If 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.

**4.11 FINANCIAL STABILITY**

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

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

**4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

**4.13 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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

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

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

**4.14 SUBCONTRACTORS**

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

#### 4.15 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. **No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.**

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

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

#### 4.16 SUSTAINIBILITY EFFORTS

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

### 5.0 PRODUCT SPECIFICATIONS

---

#### 5.1 ENGINE REQUIREMENTS/SPECIFICATIONS

**Generac:**

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.

1. The engine shall be a diesel type that has been manufactured and successfully operated in similar service for a period sufficient to thoroughly establish its reliability. The engine shall be of a 4-stroke cycle multi-cylinder design. The engine speed shall not exceed 1800 RPM at normal full-load operation when equipped with all necessary operating accessories such as air cleaners, oil pumps, water pumps, generators, etc.
2. The engine ratings shall not exceed the standby power service rating published by the manufacturer. Engines with ratings not based on these parameters shall be de-rated in accordance with the manufacturer’s published de-rating factors. The rating shall meet the following parameters:
  - i. Use: Standby
  - ii. Altitude: 1000 feet above sea level
  - iii. Ambient Temp: 105 degrees F, minimum, at the radiator core.
3. In conformance with the requirements of the NFPA 110, Standard for Emergency and Standby Power Systems, the engine shall produce sufficient power to pick up 100% of nameplate KW rating in one step, less applicable site condition de-rating factors.
4. Starting Battery and Battery Charging
5. The engine shall be equipped with a 12 or 24 volt sealed lead acid (aka, valve regulated lead acid) battery starting system with a minimum starting capacity, at zero degrees Fahrenheit, for 4-15 second cranks followed by a 15 second rest period. The engine batteries shall be lead-acid type with rack mounting and cables. The starting motor shall incorporate a positive engagement drive and shall disengage automatically when the engine starts. The starting system shall incorporate an automatically reset circuit breaker for anti-butt engagement.
6. The generator starter battery shall have a minimum 110 AH rating and 925 CCA.
7. An automatic, solid-state, current limiting, float equalizing type battery charger shall be provided to maintain the starter battery at normal capacity and to recharge the battery after cranking. The charger shall be 120 volts input with a 12 Amp recharge current capability and have the following features:
  - i. Overload protection

- ii. Voltage surge suppressers
  - iii. DC ammeter
  - iv. DC voltmeter
  - v. Low DC voltage alarm relay, with a minimum continuous output of 10 Amperes DC
  - vi. Battery charger malfunction alarm contacts
  - vii. UL or other labels approved by State of North Carolina
8. The battery charger shall be independent of the generator control panel, or removal from, as oneself contained unit. All metering will be located on the charger.
  9. The charger shall be capable of charging a fully discharged battery without damage to the charger. It shall be capable of returning a fully discharged battery to fully charged condition within 24 hours. The charger shall be UL-labeled with the maximum Amp hour rating that can be recharged in 24 hours.
  10. Governor
  11. The engine governor shall provide automatic isochronous frequency regulation from a “cold no load” condition to full rated load at normal operating temperature. The steady state operating band shall be within 0.25% of rated voltage.
  12. Lubricating System
  13. The engine shall have a lubricating oil pump for supplying oil under pressure to main bearings, crank pin bearings, piston pins, timing gears, camshaft bearings and valve rocker mechanism. Full flow oil filters, conveniently located for service, shall be provided. Provide a lube off drain extension and valve terminated on the outside of the generator base.
  14. Fuel System
  15. Diesel Units: The generator set will include a sub-base tank with a capacity to provide a minimum of 80 hours of run-time at full load.
  16. Diesel Units: The generator shall be provided with at least 300-gallon fuel tanks. If a tank larger than 300 gallons is required to meet the above 80 hour running time requirement, it must be provided.
  17. Unit shall have a mechanical fuel level indicator gauge
  18. Unit shall have an electronic fuel level sender
  19. Diesel Units: The sub-base tank shall be of double wall construction.
  20. Diesel Units: Generator **manufacturer shall provide a detailed drawing of the sub-base fuel bank.**
  21. Air Filtration system
  22. The engine shall be provided with one or more dry type air cleaners as recommended by the engine manufacturer.
  23. Exhaust System
  24. Provide a critical grade silencer to reduce engine exhaust noise to a maximum audio level of 85 dBA measured at 10 feet from the engine. The silencer, with piping, shall be contained within the weatherproof enclosure. The exhaust silencer outlet shall be terminated with a tailpipe (45 degree cut) or an exhaust elbow and rain cap.
  25. Engine Block Heater System
  26. An engine mounted, thermostatically controlled, immersion type engine coolant heater shall be provided to ensure a minimum coolant temperature of 120 degrees Fahrenheit. The heater shall be single phase with a 120 VAC rating. A contactor in an appropriately rated NEMA enclosure shall be provided for each heater. The heater(s) should be disconnected while the engine is running.
  27. Cooling System
  28. The engine shall be furnished with a closed recovery cooling system having sufficient capacity for cooling the engine when the generator set is delivering full-rated load at a minimum ambient temperature of 105 degrees Fahrenheit.
  29. The engine should be equipped with a radiator and fan of the type and capacity recommended by the engine manufacturer. It should also be equipped with an engine driven, centrifugal type water pump and thermostatic valve to maintain the engine at a recommended temperature level. The system shall be filled with the proper water and anti-freeze mixture to protect against freezing and corrosion under the intended operating conditions and environment.
  30. Flexible coolant and lubricating oil drain lines, with internal drain valves, shall extend to the exterior of the enclosure.

**5.2 GENERATOR REQUIREMENTS/SPECIFICATIONS**

1. The generator rating shall be applicable for continuous service in stand-by application.
2. The generator shall incorporate permanent magnet excitation.
3. The generator housing shall have a single ball bearing support for the rotor. The rotor shall be dynamically balanced up to 25% over speed.

4. The generator shall have Class H insulation as recognized by NEMA. The field shall be equipped with full amortisseur windings.
5. The voltage regulator shall be of the solid-state design and provide volts per-hertz operation. It shall be mounted on top or side of the generator and enclosed in a "NEMA RATED" enclosure. A built-in voltage adjusting rheostat shall provide 10% voltage adjustment.
6. Generator Performance
7. The voltage regulation from no load to rated load shall be within a 2% band of rated voltage. Steady state voltage modulation shall not exceed one cycle per second.
8. For any addition of load up to and including 90% of rated load, the voltage shall recover to and remain within the steady band in not more than 1.5 seconds. The voltage dip shall not exceed 20% of the rated voltage at any time.
9. The frequency regulation from no load to rated load shall conform to the engine governor performance. For any addition of load up to 90% of rated load, the frequency shall recover to the steady state frequency within 5 seconds.
10. The generator, by inherent design, shall be capable of sustaining a minimum of 250% of rated current for a minimum of 10 seconds under a three-phase symmetrical short circuit fault. A resettable 3 phase line current sensing circuit breaker with inverse time versus current response, set to open after a 10 second fault condition, shall be furnished.
11. Control Panel
12. Analog Meters: Line voltage, line current, frequency, power factor and kilowatt (KW) shall display values on all phases.
13. Both analog and digital circuit metering is required.
14. The control panel shall be mounted on the generator by the use of vibration isolators in an appropriately rated NEMA enclosure. In addition to the control panel, the generator set shall be furnished with all necessary devices (switches, sensors, etc.) and wiring harnesses as required to provide a fully functional control system as specified herein. The control panel shall contain, as a minimum, the following:
  15. RS-485, RS-232, and CAN bus ports
  16. Programmable I/O module
  17. Engine function monitoring and control
  18. Full range standby operation
  19. Programmable auto crank
  20. Service reminders
  21. Fault history log
  22. Frequency meter, 2% full scale accuracy
  23. AC voltmeter, 2% full scale accuracy
  24. AC ammeter, 2% full scale accuracy
  25. Combination voltmeter/ammeter phase selector switch (if using analog metering)
  26. DC voltmeter
  27. Oil pressure gauge
  28. Water temperature gauge
  29. Elapsed running time meter, mechanical (Hobbs meter)
  30. Voltage adjustment rheostat
  31. Circuit protection for DC circuitry
  32. Panel illumination lights
  33. Solid state starting, alarm and shutdown controls
  34. Test switch/button for indicator lights as applicable
  35. "Run-Off/Reset-Auto" mode selector switch
  36. Mushroom type emergency stop push button
  37. Run relay auxiliary contacts
  38. Alarm horn with silencing switch
  39. Engine cool-down timer (may be installed in the generator control panel or the automatic transfer switch)
  40. Over-voltage shutdown control circuitry
  41. Indicators for shutdown conditions
  42. High water temperature/low coolant level

- 43. Low oil pressure
- 44. Over speed
- 45. Over crank
  - i. Indicators for status/alarm conditions:
- 46. System ready
- 47. Selector switch “not in Auto Position”
- 48. Pre-alarm high water temperature
- 49. Pre-alarm low oil pressure
- 50. Low or high AC voltage
- 51. Low or high battery voltage
- 52. Low or high frequency
- 53. High, low, and critical-low fuel level/pressure (where applicable)
- 54. Overload
- 55. Battery charger malfunction
  - i. Control Panel Reset Switch: Unit shall have a reset switch that is used to clear unit faults and allow restarting the generator set after a fault condition shut down.
- 56. 200 Amp AUTOMATIC TRANSFER SWITCH (Time-Delay Neutral) ASCO 300 Series
- 57. 200 Amp, 2 pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit
- 58. 3 Owner’s Manuals
- 59. Relay Expansion Module with Normal and Emergency output contacts
- 60. Serial RS-485 Modbus
- 61. Mult-schedule Engine Exerciser
- 62. 3000 Entry Event Log
- 63. Common Alarm Output function
- 64. IBC Seismic Certified
- 65. UL Listed 1008
- 66. NEMA 1 Enclosure
- 67. Non-Service Entrance Rated
- 68. Five-Year Extended Warranty
- 69. 400 Amp AUTOMATIC TRANSFER SWITCH (Time-Delay Neutral) ASCO 300 Series
- 70. 400 Amp, 2 pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit
- 71. 3 Owner’s Manuals
- 72. Relay Expansion Module with Normal and Emergency output contacts
- 73. Serial RS-485 Modbus
- 74. Multi-Schedule Engine-Exerciser
- 75. 300 Entry Event Log
- 76. Common Alarm Output function
- 77. IBC Seismic Certified
- 78. UL Listed 1008
- 79. NEMA 1 Enclosure
- 80. Non-Service Entrance Rated
- 81. Five-Year Extended Warranty
- 82. The generator-system start up shall be performed as required at a final site destination by a Factory Trained Representative. This activity shall be arranged successful bidder.
- 83. Prior to acceptance of the generator system, the generator shall be subjected to a minimum 1-hour test. This test shall be performed at the job site in the presence of a Highway Patrol representative. It shall include tests

under existing load conditions. The capability of the system to pick full standby service load within 10 seconds of power outage shall also be demonstrated.

- 84. Provide a resistive load bank and make temporary connections for full load test when requested by the purchaser.
- 85. The owner shall be totally satisfied with the operation of the emergency generator as an integral part of the overall emergency system prior to final acceptance. Written certification of performance for the engine generator manufacturer shall be supplied to the owner prior to final acceptance.

**5.3 CERTIFICATION AND SAFETY LABELS**

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

**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**

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.

<b>Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

**6.2 POST AWARD BUSINESS 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 consisting of various ideas to enhance business efficiencies as performance progresses.

#### **6.4 INVOICES**

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

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

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

#### **6.5 DISPUTE RESOLUTION**

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

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

#### **6.6 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

#### **6.7 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for *six (6) months* from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

#### **6.8 CONTRACT CHANGES**

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

#### **6.9 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.

**ATTACHMENT A: PRICING FORM**

**FURNISH AND DELIVER:**

**40KW GENERAC GENERATOR & PARTS:**

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	30	Each	40KW Generac diesel generator, single phase 240/120 VAC w/ integral 300-gallon fuel tank WITHOUT ATS Per Section 5.1 Specifications	\$ _____	\$ _____
2	60	Each	40KW Generac diesel generator, single phase 240/120 VAC w/integral 300-gallon fuel tank WITH ATS) Per Section 5.1 Specifications	\$ _____	\$ _____
3	30	Each	ASCO 300 Series 200 Amp Automatic Transfer Switch (time-delay neutral) Per contract specs	\$ _____	\$ _____
4	90	Each	Vendor startup/testing/w/certified Generac technician for 40KW	\$ _____	\$ _____
5	30	Each	Automatic Transfer Switch start-up for ASCO 300 series 200 Amp (if purchased separately for an existing generator)	\$ _____	\$ _____
<b>TOTAL:</b>					\$ _____

**GENERATOR & PARTS:**

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	20	Each	GENERAC TAS TTS ATS OC8884 Automatic Transfer Switch Control Assembly 200 Amp OC8884	\$ _____	\$ _____

**100KW GENERAC GENERATOR & PARTS:**

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
7	1	Each	100KW Generac diesel generator 120-240 VAC Single phase, 350-gallon double-wall UL142 basetank WITHOUT ATS Per Section 5.1 Specifications	\$ _____	\$ _____
8	5	Each	100KW Generac diesel generator 120-240 VAC Single phase, 350-gallon double-wall UL142 basetank WITH ATS Per Section 5.1 Specifications	\$ _____	\$ _____
9	1	Each	ASCO 300 series 400 Amp Automatic Transfer Switch (time-delay neutral) per contract specifications	\$ _____	\$ _____
10	6	Each	Vendor startup/testing w/certified Generic technician for 100KW generator	\$ _____	\$ _____
11	1	Each	Automatic Transfer Switch start-up for ASCO 300 series 400 Amp (if purchased separately for an existing generator)	\$ _____	\$ _____
<b>TOTAL:</b>					\$ _____

**TOTAL BID AMOUNT \$ \_\_\_\_\_**

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

---

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

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

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

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

If **yes**, provide Vendor #: \_\_\_\_\_

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

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

**PART II: PROCUREMENT OF GOODS - SUPPLIERS**

For *Goods* procurements, are you using Tier 2 suppliers?  **Yes**  **No**

If **yes**, then provide the following information:

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

**PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS**

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation?      Yes      No

If yes, then provide the following information:

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

**Need more information?**

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)

**ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE**

---

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

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

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

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

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

---

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

Vendor shall complete items 1 and 2 below.

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

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

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

---

**NOTES:**

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

---

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

**ATTACHMENT H: Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's Authorized Official

\_\_\_\_\_  
Date